City of New York Board of Education of the City School District and United Federation of Teachers, American Federation of Teachers, AFL-CIO, Local 2 (1975)
City of New York Board of Education of the City School District and United Federation of Teachers, American Federation of Teachers, AFL-CIO, Local 2 (1975)

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United Federation of Teachers

Union Local
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AGREEMENTS

between

THE BOARD OF EDUCATION

of the
City School District

of the
City of New York

and

UNITED FEDERATION OF TEACHERS
Local 2, American Federation
of Teachers, AFL-CIO

covering

ATTENDANCE TEACHERS
BI-LINGUAL TEACHERS IN SCHOOL AND
COMMUNITY RELATIONS
GUIDANCE COUNSELORS
LABORATORY SPECIALISTS AND
TECHNICIANS
PARA-PROFESSIONALS
SCHOOL SECRETARIES
SOCIAL WORKERS AND PSYCHOLOGISTS

September 9, 1975 - September 9, 1977
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TECHNICIANS

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SCHOOL SECRETARIES

SOCIAL WORKERS AND PSYCHOLOGISTS

September 9, 1975 - September 9, 1977
BOARD OF EDUCATION

Mr. Isaiah E. Robinson, Jr., President

Dr. Robert J. Christen, Vice President

Mr. Stephen R. Aiello

Dr. Amelia Ashe

Mr. Joseph Barkan

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Mr. James F. Regan

Mr. Irving Anker, Chancellor

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# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article One — Union Recognition</th>
<th>A- 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article Two — Fair Practices</td>
<td>A- 3</td>
</tr>
<tr>
<td>Article Three — Salaries and Benefits</td>
<td>A- 4</td>
</tr>
<tr>
<td>A. Salaries and Differentials</td>
<td>A- 4</td>
</tr>
<tr>
<td>1. Salary Schedules Cl, C2 and C6</td>
<td>A- 4</td>
</tr>
<tr>
<td>2. Longevity Increments</td>
<td>A- 5</td>
</tr>
<tr>
<td>3. Promotional Differential</td>
<td>A- 6</td>
</tr>
<tr>
<td>4. Eligibility Requirements</td>
<td>A- 6</td>
</tr>
<tr>
<td>5. Intermediate Differential</td>
<td>A- 9</td>
</tr>
<tr>
<td>6. Salary Schedule Xa</td>
<td>A- 9</td>
</tr>
<tr>
<td>7. Substitute Employees</td>
<td>A-10</td>
</tr>
<tr>
<td>8. Salary Re-Opener</td>
<td>A-11</td>
</tr>
<tr>
<td>B. Cost-of-Living Adjustment</td>
<td>A-11</td>
</tr>
<tr>
<td>C. Salary Credit</td>
<td>A-12</td>
</tr>
<tr>
<td>1. Regular Substitute Service</td>
<td>A-12</td>
</tr>
<tr>
<td>2. Per Diem Substitute Service</td>
<td>A-12</td>
</tr>
<tr>
<td>D. Credit for In-Service Courses</td>
<td>A-13</td>
</tr>
<tr>
<td>E. Vacation Pay</td>
<td>A-13</td>
</tr>
<tr>
<td>1. Summer Vacation Pay</td>
<td>A-13</td>
</tr>
<tr>
<td>2. Vacation Pay Credit and Service Credit</td>
<td>A-14</td>
</tr>
<tr>
<td>F. Welfare Benefits</td>
<td>A-14</td>
</tr>
<tr>
<td>1. Choice of Health Plans</td>
<td>A-14</td>
</tr>
<tr>
<td>2. Supplemental Benefits</td>
<td>A-14</td>
</tr>
<tr>
<td>G. Reimbursement for Medical Expenses</td>
<td>A-15</td>
</tr>
<tr>
<td>H. Damage or Destruction of Property</td>
<td>A-15</td>
</tr>
<tr>
<td>I. Semi-Monthly Salary Payment</td>
<td>A-15</td>
</tr>
<tr>
<td>J. Pay Practices</td>
<td>A-15</td>
</tr>
<tr>
<td>K. Use of Personal Cars</td>
<td>A-15</td>
</tr>
<tr>
<td>L. Reimbursement for Telephone Calls</td>
<td>A-16</td>
</tr>
<tr>
<td>Article Four — Pension and Retirement Program</td>
<td>A-16</td>
</tr>
<tr>
<td>A. Pension and Retirement Program Benefits</td>
<td>A-16</td>
</tr>
<tr>
<td>1. Last Year’s Average Salary</td>
<td>A-16</td>
</tr>
<tr>
<td>2. New Pension Plan Benefits</td>
<td>A-16</td>
</tr>
<tr>
<td>a. Improved Pension Plan</td>
<td>A-16</td>
</tr>
<tr>
<td>(1) Retirement Eligibility</td>
<td>A-16</td>
</tr>
<tr>
<td>(2) Benefits</td>
<td>A-16</td>
</tr>
<tr>
<td>(3) Members’ Contributions</td>
<td>A-17</td>
</tr>
<tr>
<td>b. Age 55 Revised Service Fraction Plan</td>
<td>A-17</td>
</tr>
<tr>
<td>3. Increased-Take-Home-Pay</td>
<td>A-17</td>
</tr>
<tr>
<td>4. Vested Retirement Rights</td>
<td>A-17</td>
</tr>
<tr>
<td>5. Presumptive Retirement (Death Gamble)</td>
<td>A-18</td>
</tr>
<tr>
<td>6. Ordinary Disability Retirement</td>
<td>A-18</td>
</tr>
</tbody>
</table>

a-i
Article Five — Licensure, Assignment and Appointment
A. Regularized Licensure A-19
B. Assignment During First Fifteen Days A-20
C. Withdrawal of Resignation and Subsequent Re-employment A-20

Article Six — Hours
A. Schedule of Hours A-21
B. Compensatory Time Off for Overtime A-21

Article Seven — Assignments and Facilities
A. Rotation Policy A-22
B. Field Visits A-22
C. Positions in State and Federal Funded Projects A-22
D. District Office Facilities A-22

Article Eight — Safety
A. Assistance in Assault Cases A-23
B. School Safety Plan A-23

Article Nine — Leaves
A. Cumulative Absence Reserves and Sick Leave A-24
B. Sabbatical Leaves A-26
C. Leaves of Absence Without Pay A-28
1. Purposes for Which Granted A-28
2. Per Diem Service While on Leave A-28
D. Military Service Pay A-28
1. Excuse for Selective Service Examination A-28
2. Pay During Military Service A-28
E. Payment for Jury Duty A-29
F. Terminal Leave A-29
G. Continuity of Service A-29

Article Ten — Retention, Excessing and Layoff A-29
A. Retention and Seniority of Substitutes A-29
B. Excessing Rules A-30
C. Appointment to New Program, License or Title A-31
D. Layoff A-31
Article Eleven — Transfers ........................................ A-32

Article Twelve — Union Activities Privileges and Responsibilities ........................................ A-33

A. Restriction on Union Activities .................................. A-33
B. Chapter Chairman Time ............................................. A-34
C. Exclusive Check-Off .................................................. A-34
D. Bulletin Boards ......................................................... A-34
E. District Chapter Meetings ............................................. A-34
F. Consultation Meetings .................................................. A-35
G. Information to the Chapter ............................................. A-35
H. Official Circulars ....................................................... A-35

Article Thirteen — Matters Not Covered .................................. A-35

Article Fourteen — Due Process and Review Procedures ........................................ A-36

A. Attendance Teacher Files ............................................ A-36
B. Summons ................................................................. A-36
C. Notice of Discharge ................................................... A-37
D. Discontinuance of Probationary Service .......................... A-37
E. Suspension .............................................................. A-37
F. Trial Examiner Panel ................................................... A-38
G. Medical Review Procedures ......................................... A-38
   1. Requests for Medical Examination .............................. A-38
   2. Injury in the Line of Duty ........................................ A-38
   3. Medical Report and Review ..................................... A-38

Article Fifteen — Grievance Procedure .................................. A-39

A. Definition .............................................................. A-39
B. Adjustment of Grievances ............................................ A-40
   1. General Procedures ................................................ A-40
      a. District Level (Step 1) ........................................ A-40
      b. Bureau Level (Step 2) ....................................... A-40
      c. Chancellor (Step 3) ......................................... A-41
   2. Special Procedures for Grievances Relating to Salary and Leave Matters A-42
   3. Priority Handling of Grievances ................................ A-43
   4. Initiation or Appeal of Special Types of Grievances or Complaints A-43
   5. Appearance and Representation ................................ A-43
   6. Time Limits ......................................................... A-44
C. Arbitration ............................................................. A-44
D. General Provisions as to Grievances and Arbitration ................................. A-46
AGREEMENT

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of the

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of the

City of New York

and

ATTENDANCE TEACHERS CHAPTER

UNITED FEDERATION OF TEACHERS

Local 2, American Federation
of Teachers, AFL-CIO

covering

ATTENDANCE TEACHERS

September 9, 1975-September 9, 1977
ATTENDANCE TEACHERS
PREAMBLE

The Board of Education and the Attendance Teachers Chapter, United Federation of Teachers, recognize that they have a common responsibility beyond their collective bargaining relationship.

The Bureau of Attendance and the Attendance Teachers Chapter wish to declare their mutual intent to work together toward the achievement of their aim of having every child educated effectively by improving attendance and assisting in the elimination of the causes of absence.

The Bureau of Attendance and the Attendance Teachers Chapter will strive to achieve a mutually acceptable formulation of general objectives and of long term attendance goals and programs in areas of such mutual concern as the recruitment of well-qualified attendance teachers, the development of a more effective procedure to enable absentee children to return to school and to remain in school, the improvement of court procedures, and improved communication between supervisors in the Bureau of Attendance and attendance teachers on all phases of their work, including the case assignments of individual attendance teachers and the programming of their professional activities.

It is hoped that this joint effort will contribute in significant measure to the advancement of public education in the City of New York.

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 ATTENDANCE TEACHERS CHAPTER, UNITED FEDERATION OF TEACHERS, LOCAL 2, AMERICAN FEDERATION OF TEACHERS, AFL-CIO (hereinafter referred to as the "Union" or the "Chapter"): WHEREOF, 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 WHEREOF, in a special referendum conducted among the professional education personnel, over seventy percent of those who participated favored collective bargaining as a
Art. 1

way of conducting their relations with the Board; 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 Superintendent of Schools determined that all employees employed by the Board of Education in the titles of Attendance Teacher, Attendance Officer, Attendance Teacher (Spanish Speaking), Auxiliary Attendance Teacher and Auxiliary Attendance Officer, including regular substitutes but excluding supervisors, acting supervisors, per diem substitutes and those employees assigned to Mobilization for Youth and to the Interdepartmental Service Center, constitute a unit appropriate for the purposes of collective bargaining; and

WHEREAS, in a secret ballot election conducted by the American Arbitration Association on December 19, 1962, among the employees in the unit to determine which, if any, of three eligible organizations they wished to represent them in collective bargaining with the Board, the Union received the majority of the valid votes cast, and the Board issued a Certificate of Exclusive Bargaining Status on February 13, 1963; and

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

ARTICLE ONE
UNION RECOGNITION

The Board recognizes the Union as the exclusive bargaining representative for a unit of all those employed in the titles of Attendance Teacher, Attendance Officer, Attendance Teacher (Spanish Speaking), Auxiliary Attendance Teacher and Auxiliary Attendance Officer, including regular substitutes but excluding supervisors, acting supervisors, per diem substitutes, and those employees assigned to Mobilization for Youth and to the Interdepartmental Service Center. Employees in the unit are hereinafter referred to as “attendance teachers.”

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 bargaining unit where they have a community of interest, 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 an existing bargaining unit as a result of the Board's redesignation of the title or category of employees in the unit.

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

Nothing contained herein shall be construed to prevent any Board official from meeting with any employee organization representing attendance teachers 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 Chapter shall be informed of the meeting and, as to those matters, any changes or modifications shall be made only through negotiation with the Chapter.

Nothing contained herein shall be construed to prevent any individual employee from (1) informally discussing a complaint with his immediate superior or (2) processing a grievance in his own behalf in accordance with the grievance procedure hereinafter set forth in Article 15.

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

ARTICLE TWO
FAIR PRACTICES

The Union agrees to maintain its eligibility to represent attendance teachers 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.

The Board agrees that it will not require any attendance teacher to complete an oath or affirmation of loyalty unless such requirement is established by law.

The Board of Education agrees that, as a result of the strike and its related activities, it will not dismiss, demote, discipline, or otherwise act against any staff member because of his or her participation in said strike or related activities. Specifically excluded from the foregoing are any and all provisions of the Taylor Law (New York Civil Service Law, Section 200 et seq.), none of which are waived hereby.

Any records of court proceedings or other memoranda relating to job action or strike shall not be put in a staff member's permanent file, except as required by law.

ARTICLE THREE
SALARIES AND BENEFITS

A. Salaries and Differentials
The salaries and differentials of employees covered by this agreement, and the eligibility requirements therefor, shall be as follows:

1. Salary Schedules C1, C2 and C6
The C1, C2 and C6 salary schedules shall apply to those employed in the following titles:
   Attendance Teachers
   Attendance Teachers (Spanish-speaking)
   Attendance Officers (specially certificated)
All regularly appointed attendance teachers will advance to the next step in the salary schedule on the anniversary date of their appointment and on March 1 of each year until they have advanced to the last step of the salary schedule.
### SALARY SCHEDULE EFFECTIVE

**SEPTEMBER 9, 1974**

<table>
<thead>
<tr>
<th>Descriptive Designation</th>
<th>B.A. Base</th>
<th>B.A. Plus 30 Credits</th>
<th>M.A. Plus 30 Credits</th>
<th>Earned M.A. or Equivalent Plus 30 Credits</th>
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<tr>
<td>Descriptive Designation</td>
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<td><strong>C2 Including Differential</strong></td>
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<tr>
<td>Base</td>
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<td><strong>C6 Including Promotional Differential</strong></td>
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<th>Official Designation</th>
<th>C1</th>
<th>C2</th>
<th>C2 Including Intermediate Differential</th>
<th>C6</th>
<th>C6 Including Promotional Differential</th>
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<tr>
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### 2. Longevity Increments

Effective October 1, 1975 or on such October 1 thereafter as the requirements shall be met, additional compensation shall be paid to those attendance teachers eligible therefor pursuant to the conditions and at the rates set forth below. Such additional compensation shall be known as the "longevity increment" and the gross annual salary rates of attendance teachers to whom said longevity increment is payable shall be computed by adding the sum provided per annum to the rates ascertained without consideration of said longevity increment. Longevity increment shall be payable as follows:

- a. Appointed attendance teachers with ten years of pedagogical service but less than 15 years in the New York
City public school system as of October 1, 1975 or any subsequent October 1 shall have their gross annual salary rates computed by adding the sum of $750.00 per annum to the rates ascertained without consideration of such longevity increment.

b. Appointed attendance teachers with 15 years of pedagogical service or more in the New York City public school system as of October 1, 1975 or any subsequent October 1 shall have their gross annual salary rates computed by adding the sum of $1,500.00 per annum (inclusive of the longevity increment provided in paragraph a above) to the rates ascertained without consideration of such longevity increment.

3. Promotional Differential

The promotional differential is additional compensation added to the gross annual salary rates of employees who qualify for it. The amount of the promotional differential shall be at the rate of $1,000 per annum. Effective September 8, 1974, the promotional differential shall be at the rate of $1,350 per annum.

4. Eligibility Requirements

a. In any and all schedules herein set forth, advancement by increments to salary steps shall be conditioned upon regulations adopted by the Board of Education upon the recommendation of the Chancellor.

b. Rates under Schedule C1 shall be paid to all employees in the titles enumerated under 1, above, who do not meet the requirements for Schedule C2 or Schedule C6 as hereinafter set forth.

c. Rates under Schedule C2 shall be paid to an employee who qualifies for a first salary differential by reason of having met any of the following requirements:

(1) 30 semester hours of approved study beyond the baccalaureate degree;

(2) 30 semester hours of approved study beyond such courses offered for and accepted by the Board of Examiners as the equivalent of a baccalaureate degree for eligibility for the license under which the employee is serving at the time of filing application for the salary differential;

(3) 30 semester hours of approved study beyond the academic qualifications submitted and accepted for the original license when a baccalaureate degree or its equivalent was not required to qualify for such license, except that the additional 30 semester hours of approved study
shall be waived (for purposes of placement under this paragraph only) in the case of any employee who holds a baccalaureate degree or who was graduated from an approved four year normal school course, if such employee was licensed as a result of an examination wherein the academic qualifications for the license were not restricted to holders of a baccalaureate degree or its equivalent.

d. (1) Commencing September 1, 1969, eligibility for the second differential (Schedule C6) shall be acquired by an attendance teacher who

(a) Holds an approved doctorate issued by a recognized college or university; or

(b) Holds an approved master's degree issued by a recognized college or university and who, after having earned the baccalaureate, has satisfactorily completed 30 semester hours of approved credits in college or university study in addition to those required for the master's degree.

Provided, however, that an attendance teacher regularly employed by the Board of Education on June 30, 1967, who had satisfied the conditions of eligibility then existing or who satisfied those conditions not later than June 30, 1970, shall not be affected by this alteration of the conditions of entitlement.

(2) Rates under Schedule C6 shall be paid to an employee who was regularly employed on June 30, 1967, and who qualifies for a second salary differential by meeting any of the following requirements not later than June 30, 1970:

(a) An approved doctorate issued by a recognized college or university;

(b) An approved master's degree issued by a recognized college or university and, beyond such degree, 30 semester hours of approved study beyond the baccalaureate;

(c) An approved baccalaureate degree issued by a recognized college or university and, beyond such degree, 60 semester hours of approved study;

(d) Effective February 1, 1964, 60 semester hours of approved study beyond the academic qualifications submitted and accepted for the original license when a baccalaureate degree was not required to qualify for said license.

(e) The promotional differential shall be paid to employees who qualify as follows:

(1) Those who hold an approved master's degree issued by a recognized college or university;

(2) Those who hold an approved baccalaureate degree issued by a recognized college or university and who beyond such degree have satisfactorily completed 30 semester hours.
of approved credits in college or university study provided, however, that they shall have completed not less than 36 semester hours of study in an approved subject matter area which may be in combination of graduate and undergraduate study;

(3) Those compensated under Salary Schedule C6 as of June 30, 1962, provided that they shall have completed 24 semester hours of study in an approved subject matter area which may be in combination of graduate and undergraduate study. (The differential herein provided shall become payable only when the study requirements have been met.)

f. When the payment of a salary differential is based upon the completion of additional approved study, qualification for the differential and the effective date thereof shall be evidenced by a certificate issued by the Chancellor in accordance with appropriate regulations approved by the Board of Education. All college credits creditable toward college work in excess of the number required for the baccalaureate, whether earned before or after graduation, shall be applicable for differential purposes.

g. A person licensed as attendance officer who is not specially certificated and whose license is changed to attendance teacher, or who becomes specially certificated by the Board of Examiners as having met the course requirements, shall be compensated on the effective date of such change at the appropriate step of the C1 salary schedule on the following basis:

<table>
<thead>
<tr>
<th>Salary Step in Previous Schedule</th>
<th>Placement in Schedule C1</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 to 11, inclusive</td>
<td>Step corresponding to year of service.</td>
</tr>
<tr>
<td></td>
<td>Step 11</td>
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<td>13</td>
<td>Step 12 (A person assigned to this step on the effective date of the changed licensing or special certification shall be eligible for advancement to succeeding steps on July 1 of each year following salary placement in this schedule.)</td>
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<td>14</td>
<td>Step 13 (Eligibility for advancement to Step 14 shall occur on July 1 following placement in this schedule.)</td>
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5. Intermediate Differential

Effective September 9, 1974, or on such date thereafter as the requirements shall be met, as evidenced by a certificate issued by the Chancellor, additional compensation at the rate of $925 per annum shall be paid to those attendance teachers eligible therefor pursuant to the conditions set forth below. Such additional compensation shall be known as the "intermediate differential," and the gross annual salary rates of attendance teachers to whom said intermediate differential is payable, shall be computed by adding the sum of $925 per annum to the rates ascertained without consideration of said intermediate differential, under the procedures hereinbefore set forth in Section 513 of the Board of Education by-laws.

Intermediate differentials shall be payable to attendance teachers who hold an approved baccalaureate issued by a recognized college or university and who beyond such degree have satisfactorily completed 60 semester hours of approved credits in college or university study.

The intermediate differential is not payable to anyone receiving the second differential.

6. Salary Schedule Xa

The Xa salary schedule shall apply to those employed in the title of attendance officer who have not been specially certificated.

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<th>SCHEDULE Xa</th>
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Effective October 1, 1975 or on such October 1 thereafter as the requirements shall be met, additional compensation
shall be paid to those attendance officers eligible therefor pursuant to the conditions and at the rates set forth below. Such additional compensation shall be known as the "longevity increment" and the gross annual salary rates of officers to whom said longevity increment is payable shall be computed by adding the sum provided per annum to the rates ascertained without consideration of said longevity increment. Longevity increments shall be payable as follows:

1. Appointed attendance officers with ten years of pedagogical service but less than 15 years in the New York City public school system as of Oct. 1, 1975 or any subsequent October 1 shall have their gross annual salary rates computed by adding the sum of $560.00 per annum to the rates ascertained without consideration of such longevity increment.

2. Appointed attendance officers with 15 years of pedagogical service or more in the New York City public school system as of October 1, 1975 or any subsequent October 1 shall have their gross annual salary rates computed by adding the sum of $1120.00 per annum (inclusive of the longevity increment provided in paragraph 1 above) to the rates ascertained without consideration of such longevity increment.

7. Substitute Employees

Persons licensed and employed as regular substitute employees shall be paid as follows:

a. Regular substitute attendance teachers including regular substitute attendance teachers (Spanish-speaking) and auxiliary attendance teachers, when assigned as such, shall be compensated at the first salary step in Schedule C1, C2 or C6 or at such salary step and rate as may be payable pursuant to a certificate of salary fixation issued by the Chancellor in accordance with appropriate regulations. Regular substitute attendance teachers will advance to the next step in the salary schedule upon completion of each full year of regular substitute service and on March 1 of each such year but not beyond Step 4A of the salary schedule.

Regular substitute attendance teachers may qualify for the salary differentials payable under Schedules C2 and C6 and for the promotional and intermediate differentials by meeting the appropriate eligibility requirements set forth in paragraphs 3 and 4 above, subject to the limitation that such substitutes may not be advanced beyond salary Step 4A.

b. Regular substitute attendance officers (including
regular substitute auxiliary attendance officers), when assigned as such, shall be paid at such salary step and rate in Schedule Xa as may be payable pursuant to a certificate of salary fixation issued by the Chancellor in accordance with appropriate regulations. Upon completion of each full year of service and reassignment as a regular substitute attendance officer thereafter, such substitutes shall be advanced to the next salary step but not beyond salary Step 4A.

8. Salary Re-Opener

On or before July 1, 1976, the Union may notify the Board that it desires to reopen the agreement for purposes of negotiating and reaching agreement on adjustments in salary and differentials. The parties shall commence negotiations at the earliest convenient date thereafter. In the event they are unable to reach agreement relative to salaries and differentials for the 1976-77 contract year on or before 12:01 a.m. September 9, 1976, the dispute shall be submitted to final and binding arbitration. A Panel of Arbitration shall be established of three arbitrators, one selected by the Board, one by the Union, and the third selected by the other two from a panel submitted by the American Arbitration Association. Any changes or adjustments resulting from agreement between the parties or the Award of the Panel of Arbitration shall be effective 12:01 a.m., September 9, 1976 unless specifically provided otherwise.

Should the union not give notice to the Board of a desire to reopen, as set forth hereinabove, then the agreement shall be renewed without change for the 1976-77 contract year.

B. Cost-of-Living Adjustment

1. If the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers, New York, New York, Northeastern New Jersey (Base Year 1967 equals 100) when published by the Bureau of Labor Statistics, U.S. Department of Labor, for June 1975 exceeds the index for September 1974, the Board shall pay effective December 1, 1975, to all attendance teachers in active service with one year or more of continuous service a cost-of-living adjustment (COLA) in the amount of twenty-one dollars ($21) times each full four-tenths (0.4) of a point increase in such Index, but such cost-of-living adjustment shall not exceed $300.

2. If the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers, New York, New York, Northeastern New Jersey (Base Year 1967 equals 100) when published by the Bureau of Labor Statistics, U.S. Department of Labor, for June 1976 exceeds the Index for
September 1975, the Board shall pay effective December 1, 1976 to all attendance teachers in active service with one year or more of continuous service a cost-of-living adjustment (COLA) in the amount of twenty-one dollars ($21) times each full four-tenths (0.4) of a point increase in such Index.

3. Any such cost-of-living adjustment shall not become part of the basic annual salary rates for any employee receiving same.

4. Continuity of service for purposes of this provision shall not be deemed to be interrupted by absence determined to be due to illness, accident, injury suffered in line of duty, or for approved leave without pay or layoff not exceeding three months.

C. Salary Credit

1. Regular Substitute Service

An appointee as a regular attendance teacher who has performed prior satisfactory service as a regular substitute for a period of one or more terms during the 10 year period preceding his appointment shall be placed in the appropriate salary schedule as though all such regular substitute service had been performed in the capacity of a regular attendance teacher; and such appointee shall be given salary credit for each term of such regular substitute service preceding appointment.

2. Per Diem Substitute Service

An appointee as a regular attendance teacher shall be granted one year of salary credit for each 175 days of satisfactory substitute service in the day public schools of the City of New York, provided that such substitute service was performed during the period of five years immediately prior to appointment.

An appointee as a regular attendance teacher who has had 95 or more days of such substitute service, but less than 175 days, or who has 95 or more days in excess of 175 days or multiple thereof, shall receive one term of salary credit.

An appointee as a regular attendance teacher who has had three years or more of such substitute service during the period of five years immediately prior to appointment shall receive salary credit, similarly computed, for substitute service rendered during the period of 10 years immediately prior to appointment.

Newly-appointed persons shall enter at a salary step not higher than Step 6A and shall receive salary credit for each term up to 20 of prior regular substitute service and prior per diem substitute service.
D. Credit for In-Service Courses

Where records of in-service courses needed to establish eligibility for salary differential are not available, an affidavit by the teacher-applicant for salary differential shall be accepted by the board in lieu of other evidence of course completion, provided that such affidavit includes the following:

1. Approximate date of completion of the course;
2. Such description of the course as the applicant can furnish;
3. A statement that the teacher-applicant received a salary increment during the year that he completed the course and that such increment was granted upon submission of evidence of completion of the course;
4. A statement that the teacher-applicant did not during the year in question qualify for salary increment on any basis other than completion of the in-service course.

E. Vacation Pay

1. Summer Vacation Pay

Effective September 9, 1975, summer vacation pay shall be pro-rated for the school year in which employees are appointed and for the school year in which their service ceases on the following basis: Employees who are appointed after the start of the school year and employees who are terminated, laid off, resign or retire on/or before the end of the school year shall receive vacation pay for the summer following their appointment or cessation of service as follows: one-tenth of the amount of the vacation pay which would be payable for a full school year's service shall be paid for each month of service or major fraction thereof during the school year in which they are appointed or cease service except that service of less than a major fraction during the first month of appointment shall be credited for summer vacation pay. The pro-rating of summer vacation pay for the year in which employees are appointed and for the year in which their service ceases in accordance with this provision shall not diminish the employee's entitlement to any other benefit including health insurance and welfare coverage he would have received under the prior method of payment.

An employee who serves as a regular or per diem substitute and is appointed after the beginning of the school year shall be entitled to the additional vacation pay of a regular or per diem substitute for the year in which he is appointed on
Art. 3 E 2

the basis of his substitute service prior to his appointment.

2. Vacation Pay Credit and Service Credit
   a. The estate of an attendance teacher who dies during the school year shall receive a pro rata amount, based on the length of his employment during the school year, of the vacation pay he would have received had he been employed during the entire school year. This section shall not apply to those attendance teachers who are presumed to have retired on the day immediately preceding their death pursuant to Section B20-410 of the Administrative Code of the City of New York, as amended.
   b. A regularly appointed attendance teacher who has rendered actual service during any school year covered in part by leave of absence for maternity and child care shall be given credit for salary increment purposes for any pro rata vacation pay received for such service.

F. Welfare Benefits

1. Choice of Health Plans
   The Board agrees to arrange for, and make available to each attendance teacher, a choice of health and hospital insurance coverage from among designated plans and the Board agrees to pay the full cost of such coverage.

   Effective September 9, 1975 regularly appointed employees who are laid off and who are covered by a health and hospital insurance plan at the time they are laid off shall continue to be so covered for ninety days from the day on which they are laid off, and the Board will pay the full cost of such coverage. For purposes of implementing this provision employees who were laid off between September 1, 1975 and September 9, 1975 shall be deemed to have been laid off on September 9, 1975 and their coverage shall be continuous from that date.

2. Supplemental Benefits
   Effective September 9, 1975 until October 1, 1975 the Board will provide funds at the rate of $370.00 per year on a pro-rata basis per month on behalf of each attendance teacher for the purpose of making available for each attendance teacher supplemental welfare benefits and for the purpose of making available college scholarships for children from low income families graduating from the city's public high schools under a plan to be devised and established jointly by representatives of the Union and of the Board.

   Effective October 1, 1975 the Board will provide for such purpose further additional funds at the rate of $50.00 per year
per attendance teacher, for a total of $420.00 per year.

Effective October 1, 1976 the Board will provide for such purpose further additional funds at the rate of $50 per year per attendance teacher, for a total of $470.00 per year.

Effective September 9, 1975 the Board will continue to make payments for supplemental benefits at the rates per year set forth herein on a pro-rata basis per month for ninety days from the day of layoff on behalf of each regularly appointed employee who is laid off.

G. Reimbursement for Medical Expenses

Attendance teachers shall be reimbursed by the Board for reasonable medical expenses, not exceeding $750, incurred because of injuries in the line of duty, to the extent that such expenses are not covered by insurance.

H. Damage or Destruction of Property

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

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

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

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

I. Semi-Monthly Salary Payment

Salary payment will be made on a semi-monthly basis.

J. Pay Practices

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

K. Use of Personal Cars

Attendance teachers, except those who work primarily in midtown Manhattan, will be given authorization to use their personal cars on official business in accordance with criteria, procedures and other requirements of generally ap
Art. 3 L

Applicable rules and regulations issued by the Chancellor.
Attendance teachers authorized to use their personal cars on official business shall be reimbursed at the rate of $0.14 per mile.

It is understood that this provision is subject to the continuing budgetary authority of the Board to permit use of personal cars on official business.

L. Reimbursement for Telephone Calls
Attendance teachers shall be reimbursed for all business telephone calls made from pay telephones where Board telephones are not available.

ARTICLE FOUR
PENSION AND RETIREMENT PROGRAM

A. Pension and Retirement Program Benefits

As provided in legislation, jointly sponsored by the Board and the Union, which was enacted in the 1970 session of the New York State Legislature, the benefits of the Pension and Retirement Program, limited to employees of the New York City Board of Education who are contributors to the New York City Teachers' Retirement System and who are in the collective bargaining unit for which this collective bargaining contract is entered into and signed by the New York City Board of Education and the United Federation of Teachers, are:

1. Last Year's Average Salary
Retirement benefits are based on the last year's salary.

2. New Pension Plan Benefits
a. Improved Pension Plan

(1) Retirement Eligibility
A member may retire on completion of a minimum of 20 years of City service, benefit payments to be deferred until the date on which he would have completed 25 years of service if he had remained in the employ of the Board of Education but not earlier than his attainment of age 55.

(2) Benefits
For the first 20 years of City service, a retirement allowance equal to \( \frac{1}{4} \) of final year's salary, which will include an annuity based on the member's accumulated contributions, a pension for ITHP and a City pension which provides
the balance of the retirement allowance (½ final year's salary).

For each year of total service in excess of the required 20 years, an additional allowance consisting of, (a) a pension based on 1.2% of final year's salary for each year of such additional service prior to July 1, 1970, and 1.7% of final year's salary for each such additional year of service subsequent to June 30, 1970; (b) an annuity based on contributions in excess of those required during the 20 year period prior to eligibility for retirement; and (c) a pension based on ITHP accumulated subsequent to the member's 20th year of service.

(3) Members' Contributions

Members shall contribute at a rate calculated to provide an annuity equal to ¼th of the retirement allowance at the completion of 20 years of service and shall not be required to contribute thereafter. For members of the system on the effective date of this legislation, contribution rates shall be based on an equated age at time of entry and computed as though this plan had always been in effect.

b. Age 55 Revised Service Fraction Plan

(1) Members who do not elect "Improved Pension Plan" may retire at age 55 regardless of years of service. Benefit payments become payable immediately upon retirement.

(2) A retirement allowance consisting of an annuity based on the member's accumulated deductions at time of retirement, an ITHP pension based on the ITHP accumulations at the time of retirement and a pension based on 1.2% of the final year's salary for each year of service rendered prior to July 1, 1970, and 1.53% of final year's salary for each year of service rendered subsequent to June 30, 1970.

(3) Rates of contribution shall be the same as would be required under the existing 1% — age 55, 25 years of service retirement plan.

3. Increased-Take-Home-Pay

Beginning July 1, 1970, the Increased-Takehome-Pay contributions shall be fixed at 5%.

4. Vested Retirement Rights

Members of the Age 55 Revised Service Fraction Plan shall be eligible for deferred benefits after 15 years of accredited service, five of which must immediately precede discontinuance of service.

The deferred retirement which vests immediately upon resignation shall become payable at age 55, providing the member has not withdrawn his accumulated contribution. At
the time the deferred retirement allowance becomes payable, the member shall receive a retirement allowance consisting of (a) an annuity based on the member’s accumulated deductions at time of retirement; (b) ITHP pension based on ITHP accumulations at retirement, and (c) a pension based on 1.2% of last year’s salary for each year of service prior to July 1, 1970, and 1.53% of final year’s salary for each year of service rendered subsequent to June 30, 1970.

5. Presumptive Retirement (Death Gamble)

The existing provisions of the Death Gamble Law will be applicable to members who die in service after having become eligible for service retirement under the plan elected by the member, if greater than the ordinary death benefit.

6. Ordinary Disability Retirement

Any member who becomes disabled on completion of at least 10 years of City service will be eligible for a disability retirement. On retirement for disability he will be entitled to (a) a pension of 1.2% of final year’s salary for service accredited prior to July 1, 1970 and 1.53% of final year’s salary for each year of service accredited subsequent to June 30, 1970, (b) an annuity based on the member’s accumulated deductions at retirement, and (c) a pension for Increased-Take-Home-Pay based on the member’s Increased-Take-Home-Pay accumulations at retirement.

7. Accidental Disability

Members who incur a service connected disability shall be eligible to retire for accidental disability retirement regardless of service. The member shall be entitled to (a) a pension equal to \( \frac{3}{4} \) of the final 5 year average salary, (b) an annuity based on the member’s accumulated deductions at retirement, and (c) a pension for Increased-Take-Home-Pay based on the member’s ITHP accumulations at retirement.

8. Death Benefit

A person who dies before becoming eligible for retirement is entitled to the following benefits:

a. A member with less than 10 years of City service: a benefit equal to (a) an amount equal to salary for six month period immediately preceding death, (b) his accumulated deductions and (c) his reserve for ITHP.

b. A member with at least 10 but less than 20 years of City service: a benefit equal to (a) an amount equal to his salary for the 12 month period immediately preceding death, (b) his accumulated deductions and (c) his reserve for ITHP.

c. A member with 20 years or more of City service: a
benefit equal to (a) an amount equal to twice his final year's salary, (b) his accumulated deductions and (c) his reserve for ITHP.

9. Cost-of-Living Legislation

The Board and the Union will support legislation to provide a cost-of-living adjustment to all present pre-July 1, 1970 retirees based on the 1974 Consumer Price Index.

B. Annuity Fund

The Board shall contribute at the rate of $400 per year to the Teachers' Retirement System to be credited monthly to the annuity account of each attendance teacher who is at the maximum step of his salary schedule.

The Board will seek such legislation as may be necessary to provide for these annuity contributions. In the event that necessary enabling legislation is not enacted, the Board will pay monthly to each attendance teacher covered in the preceding paragraph at the rate specified above.

C. Support for Program

1. The Board and the Union agree to support legislation giving attendance teachers the option of transferring from the Board of Education Retirement System to the Teachers' Retirement System.

2. The Board hereby affirms its support of the following program: attendance teachers shall be entitled to credit for teaching service rendered while employed by the Works Progress Administration before entry into the Board of Education Retirement System.

D. Board of Education Retirement System

For members of the Board of Education Retirement System, the Board agrees to provide, effective September 8, 1969, the same pension benefits as were heretofore approved by the Board of Education for other members of the Board of Education Retirement System.

ARTICLE FIVE

LICENSURE, ASSIGNMENT AND APPOINTMENT

A. Regularized Licensure

The Board of Education shall provide for the regular licensure of attendance teacher personnel consistent with the needs of the instructional program and subject to applicable law and the by-laws of the Board of Education. The Board will take the following actions:

The Board will establish as soon as possible but no later
than September 1, 1973, regular licenses which will be valid for service as an attendance teacher under regular appointment, or for day-to-day per diem service, or for full-term assignment, or for other service as an attendance teacher, including bi-lingual service. All positions will be filled by persons holding such regular licenses except under the following circumstances:

1. Where a position must be filled to provide the service of an attendance teacher for which no person holding such regular license is immediately available after all efforts have been made to fill the position by a person holding such regular license;

2. Where the kind of attendance teacher work is not normally performed in the public schools and is temporary in nature.

B. Assignment During First Fifteen Days

An attendance teacher who is assigned during the first fifteen (15) days of the school term to a position which is expected to be vacant for that term shall serve under the terms and conditions of this agreement which would be applicable if a regular substitute attendance teacher were serving in that position.

C. Withdrawal of Resignation and Subsequent Re-employment

a. Requests for withdrawal of resignation on the part of attendance teachers who attained permanent tenure prior to their resignation shall be effectuated, subject only to medical examination and the approval of the Chancellor, provided that application for such withdrawal of resignation is made on or before the opening of school in September next following five years after the effective date of resignation. In all other cases of withdrawal of resignation, the requirements of Section 255 of the Board of Education by-laws shall continue in effect.

b. Attendance teachers who resign and subsequently are re-employed following the effectuation of their request to withdraw resignation shall be placed in the salary step at which they were at the time of resignation and shall be given the sick leave "bank" and sabbatical leave rights which they held at the time of resignation.
ARTICLE SIX:

HOURS

A. Schedule of Hours

The daily schedule of hours for attendance teachers shall be from 8:30 a.m. to 3:40 p.m., including a lunch period of 40 minutes.

B. Compensatory Time Off for Overtime

Compensatory time off for overtime work performed will be granted on the following basis:

Overtime is defined as official duty, outside of regular hours, which has been assigned and authorized by the district supervisor or by any other bureau of attendance supervisor. Overtime includes travel time from home to place of call and return, if the overtime assignment requires a second trip on any one day to and from the employee’s home. Overtime does not include time taken for meals.

The need for overtime will be determined by the district supervisor, or by any other bureau of attendance supervisor, who will specifically authorize and assign the overtime to be worked, indicating the estimated time required.

Compensatory time off equivalent to the amount of overtime worked will be granted for any overtime period of 30 minutes or more. Overtime of less than 30 minutes, which is scheduled in advance and is not assigned for reasons of emergency, shall also be compensated by the granting of equivalent time off.

Compensatory time off may be taken, subject to the approval of the district supervisor, at any time of the regular work day. The time off should be taken within two weeks following the overtime worked. However, a maximum of three hours and 20 minutes of compensatory time earned by working overtime on more than one occasion may be taken as a morning off or as an afternoon off, provided the time off is taken within the two-week period following the last occasion of such overtime work.
ARTICLE SEVEN
ASSIGNMENTS AND FACILITIES

A. Rotation Policy

For special assignments, a policy of rotation of qualified persons should be followed insofar as possible. "Special assignments" are assignments to the mobile unit, to the court unit, to the offices of community superintendents in charge of local school districts as attendance consultants, and to coordination of the free shoe fund.

Attendance teachers should file with the bureau of attendance, not later than one month before the end of the school year, a request for a special assignment. Selection should be made from among qualified persons filing such requests. Where qualifications for an assignment are the same, the attendance teacher with the highest seniority in the bureau should be given preference.

Specific information as to the rotation of assignments or as to seniority in the bureau will be made available by the bureau of attendance upon the request of an attendance teacher.

B. Field Visits

An attendance teacher may request that an escort be provided for his protection in making a particular field visit. Where the district supervisor finds such request to be reasonable, the bureau will assign a second attendance teacher or another Board employee to accompany the attendance teacher on the designated field visit.

Any grievances arising under this provision shall not be subject to arbitration.

C. Positions in State and Federal Funded Projects

Positions for attendance teachers in state and federally funded projects shall be posted by the Bureau and applications of all attendance teachers shall be considered for such positions on the basis of seniority.

D. District Office Facilities

Adequate supplies will be made available in attendance teacher's washrooms.
ARTICLE EIGHT
SAFETY

A. Assistance in Assault Cases

1. District supervisors shall report as soon as possible but within 24 hours to the Law Office and to the Chief Administrator of School Safety that an assault upon an employee has been reported to him. The district supervisor shall investigate and file a complete report as soon as possible to the Law Office and to the Chief Administrator of School Safety. The full report shall be signed by the employee to acknowledge that he has seen the report and he may append a statement to such report.

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 as follows: by obtaining from police and from the principal relevant information concerning the culprits; by accompanying the employee in court appearances; and by acting in other appropriate ways as liaison between employee, police and the courts.

This assistance is intended solely to apply to the criminal aspect of any case arising from such assault.

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

5. An assaulted employee who presses charges against his assailant shall have his days of court appearance designated as non-attendance days with pay.

B. School Safety Plan

While working in a school, attendance teachers will be covered by the safety plan developed for the school and by the appeal procedures thereunder, as provided in Article Ten of the day school teachers agreement, which is as follows:

The principal is charged with the responsibility of maintaining security and safety in the school. To meet this responsibility, he shall develop, in consultation with the Union chapter committee and the parents association of the school, a comprehensive safety plan, subject to the approval of the Chief Administrator of School Safety.

A complaint by a teacher that there has been a violation of the plan as to him, may be made to the principal, orally or in writing, as promptly as possible.
The principal shall render his decision within 24 hours after receiving the complaint.

If the teacher is not satisfied with the decision of the principal, he 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 decision in writing to the teacher within 24 hours after receiving the appeal.

If the teacher is not satisfied with the decision of the community superintendent or assistant superintendent, he 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 decision in writing to the teacher 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 a substantial number of teachers have a complaint the chapter committee, upon their request, may initiate the complaint in their behalf.

Where all teachers in the school are affected, the chapter committee may initiate a complaint on behalf of all teachers.

**ARTICLE NINE**

**LEAVES**

**A. Cumulative Absence Reserves and Sick Leave**

1. Attendance teachers on regular appointment reinstated after retirement will be credited with the cumulative reserves remaining to their credit upon retirement and such reserves as they accumulated as regular substitutes.

2. Attendance teachers on regular appointment who resign or retire will be credited upon resuming service as regular substitute attendance teachers with 120/200 of the unused cumulative reserves remaining to their credit upon resignation or retirement.

3. Employees on regular appointment who have accepted regular substitute attendance positions in order to establish eligibility for the regular attendance teacher license and who have cumulative reserves as a result of prior Board service will be credited with such reserves during their period of substitute service.
4. Attendance teachers on regular appointment called to military duty will be credited upon their return with the same sick leave allowance for the period of their military service as they would have been entitled to in Board service.

5. Attendance teachers on regular appointment whose licenses are terminated will be credited with 120/200 of their unused cumulative reserves if they then serve as regular substitutes, or, if appointed anew, with their unused cumulative reserves.

6. Unused sick leave accumulated as a per diem substitute shall be transferable to the attendance teacher's "bank" as a regular substitute or appointed attendance teacher.

7. Unused sick leave accumulated as a paraprofessional shall be transferable to the attendance teacher's "bank" as a regular substitute, or an appointed attendance teacher.

8. An attendance teacher on regular appointment who has exhausted his cumulative sick leave may borrow up to 20 days of additional sick leave.

9. Sick leave privileges shall extend to the taking of annual physical checkups or the taking of annual laboratory tests. Such absences shall be limited to one day in each school year.

10. Attendance teachers on regular appointment shall be granted absence refunds for illness on application, without a statement from a physician, for a total of no more than 10 days in any school year. Attendance teachers will be allowed to use three of such 10 days of sick leave for personal business provided that reasonable advance notice is given to the head of the school. Days off for personal business are intended to be used only for personal business which cannot be conducted on other than a school day and during other than school hours.

11. Regular substitute attendance teachers shall be granted absence refunds for illness on application, without a statement from a physician, for no more than five days in one school term. However, regular substitute attendance teachers who serve two terms in one school year shall be granted a total of no more than 10 such absence refunds, during the two terms, three of which may be used for personal business provided that reasonable advance notice is given to the head of the school. Days off for personal business are intended to be used only for personal business which cannot be conducted on other than a school day and during other than school hours.

12. Attendance teachers serving in schools or while on official duty on field assignments shall not suffer loss of sick bank 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).

13. Employees who are absent due to allergic or positive reaction from a skin test shall not suffer loss of sick bank days.

14. Attendance teachers who resign or retire shall, upon application, receive termination pay on the basis of one half of the unused sick leave accumulated as a regularly-appointed or regular substitute teacher after September, 1967. If the resignation or retirement becomes effective at any time other than the end of a school year, sick leave for the period of service during that school year shall be paid at the rate of one day for each two full months of service.

15. The estate of an attendance teacher who dies during the term of this contract shall receive termination pay calculated on the same basis. This paragraph shall not apply to those attendance teachers who are presumed to have retired on the day immediately preceding their death pursuant to Secion B 20-410 of the Administrative Code of the City of New York, as amended.

16. Absence for illness after September 1, 1967, will be charged on a day-for-day basis to any unused sick leave accumulated prior to September 1, 1967.

17. Absence immediately prior to resignation shall be paid on the same basis as termination pay.

B. Sabbatical Leaves

1. Attendance teachers on regular appointment will be eligible for a sabbatical leave after each 14 years of service. The first 14 years of service may include a maximum of three years of substitute service for which salary credit was granted, except in the case of a sabbatical leave for rest.

2. Attendance teachers on regular appointment who have less than 14 years of service will be eligible only for a "special sabbatical leave for restoration of health" after seven years of service on regular appointment, with the approval of the school medical director.

3. A sabbatical leave shall be for a period of one year, beginning on August 1 and ending on July 31 of the following year.

4. A "special sabbatical leave for restoration of health" (as defined in paragraph 2 above) shall be for a period of six months, beginning on August 1 and ending on January 31 of the following year or beginning on February 1 and ending on July 31 of the same year.
5. Effective August 1, 1973, attendance teachers on sabbatical leave of absence shall receive compensation at the rate of seventy (70) percent of the attendance teacher’s regular salary. The sabbatical leave pay of attendance teachers who receive a bonus shall be based upon their annual salary and the amount of the annual bonus received. The sabbatical leave pay of attendance teachers who receive a license salary differential shall be based upon their annual salary and the amount of the license differential.

6. Attendance teachers on “special sabbatical leave for restoration of health” (as defined in paragraph 2 above) shall receive compensation at the rate of sixty (60) percent of their regular salary during such leave. The pay for the “special sabbatical leave for restoration of health” (as defined in paragraph 2 above) of attendance teachers who receive a bonus shall be based upon their annual salary and the amount of the annual bonus received. The pay for the “special sabbatical leave for restoration of health” of attendance teachers who receive a license salary differential shall be based upon their annual salary and the amount of the license differential.

7. Attendance teachers serving a probationary period in a second license within the bargaining unit shall be permitted to take a sabbatical leave of absence or a “special sabbatical leave for restoration of health” (as defined in paragraph 2 above) during such period if they are otherwise eligible; however, there shall be no reduction, by reason of such leave, of the total probationary period which they are required to serve.

8. An application for a sabbatical leave of absence or for a “special sabbatical leave for restoration of health” (as defined in paragraph 2 above) will not be denied to an eligible attendance teacher unless the leave would be contrary to applicable regulations. When the number of eligible applicants in any school or organizational unit exceeds the number of sabbatical leaves and “special sabbatical leaves for restoration of health” (as defined in paragraph 2 above) permissible under applicable regulations, applications shall be granted in the school or organizational unit in order of the city-wide seniority of the applicants. For this purpose, in the case of applications for sabbatical leave seniority shall be determined by the number of years of service usable for eligibility for sabbatical leave, minus the years required for each sabbatical leave or “special sabbatical leave for restoration of health” (as defined in paragraph 2 above) already taken.

9. The parties agree to gradually phase out sabbatical
leaves for rest by reducing the number of such leaves granted by 100 leaves each year. To implement this provision the number of sabbatical leaves for rest granted in August, 1976 shall be 100 fewer than the number of such leaves granted August, 1975.

10. A joint union-board committee shall be established to study the purposes for which sabbatical leaves are used, and to recommend ways in which the parties may achieve the following agreed-on objectives:
   a. Use of sabbaticals for study or travel;
   b. Provision for appropriate health sabbaticals or health leaves for less than half a year.

C. Leaves of Absence Without Pay

1. Purposes for Which Granted

Leaves of absence without pay shall be granted upon application for the following purposes:
   a. Study related to the attendance teacher's license field;
   b. Study to meet eligibility requirements for a license other than that held by the attendance teacher;
   c. Acceptance of a teaching position in a foreign country for one year, with such leave renewable for an additional year. Such teaching position shall be sponsored or approved by the government of the United States.

The Board will recommend to the Teachers' Retirement Board the granting of retirement credit for the duration of the aforesaid leaves.

"Urgent needs" of the Bureau of Attendance may be asserted by the Board as justifying a temporary denial of any application for leave without pay.

2. Per Diem Service While on Leave

Attendance teachers on maternity leave and attendance teachers on leave of absence without pay for study and related professional experience shall be permitted to perform per diem attendance service.

D. Military Service Pay

1. Excuse for Selective Service Examination

Attendance teachers called for selective service physical examination shall be excused without loss of pay for such purpose.

2. Pay During Military Service

Regular attendance teachers who enter the military service shall be on leave of absence with pay during the first 30 days of such service unless the Board is otherwise required to make payment of salary during such military service.
E. Payment for Jury Duty

Attendance teachers who are required to serve on jury duty will receive full salary during the period of such service, subject to their prompt remittance to the Board of an amount equal to the compensation paid to them for such jury duty.

F. Terminal Leave

Terminal leave with pay shall be allowed to those attendance teachers who are about to retire who are members of the Board of Education Retirement System. Such terminal leave shall be allowed as follows:

1. In the case of employees with ten or more years of service, it shall be in an amount equivalent to the amount of sick leave balance to the employee's credit, with the following exceptions:
   (a) The maximum allowable terminal leave shall not exceed one month for every ten years of service, pro rated at the rate of three calendar days per year, or major fraction thereof;
   (b) The minimum allowable terminal leave shall be one month.

2. In the case of an employee with less than ten years of service, it shall be in the amount of three calendar days per year of service or major fraction thereof, without regard to sick leave balance.

G. Continuity of Service

In determining length of service for any purpose of this agreement, continuity of service shall not be deemed to be interrupted by absence determined to be due to illness, accident or injury suffered in line of duty or by time spent in military service, the Peace Corps or VISTA, or by layoff or leave without pay of one year or less. Attendance teachers on layoff or leave without pay for one year up to four years shall regain the seniority they had at the commencement of their leave after they serve for one school year following their return.

ARTICLE TEN
RETENTION, EXCESSING AND LAYOFF

A. Retention and Seniority of Substitutes

Seniority shall govern in the retention of regular substitutes (other than those employed as auxiliary substitutes) as follows:

1. Persons on the regular attendance teacher eligible list
who have substitute certificates have preference over all other persons for regular substitute attendance teacher vacancies.

2. Those regular substitutes who have more than one year of continuous satisfactory service as substitutes in the bureau of attendance shall have preference for retention according to their seniority in regular substitute openings.

3. If any of the substitutes referred to in the preceding paragraph must be released because substitute positions are eliminated, those with the least seniority shall be released first. Substitutes so released shall have preference for reassignment to another regular substitute vacancy within a 12-month period following such release according to their seniority.

4. For the purposes of the preceding paragraphs, seniority is defined as aggregate time served in the bureau of attendance.

B. Excessing Rules

The following excessing rules shall be adhered to:

Rule 1. Within the district, bureau, or other organizational unit attendance personnel in the bargaining unit shall be excessed within license with the employee with the latest date of appointment within license to be excessed first irrespective or probationary or permanent status. For purposes of excessing, all attendance teachers, attendance officers and auxiliary attendance teachers shall be grouped together into one seniority list.

Rule 2. In determining the date of appointment of an attendance teacher, all prior continuous regular substitute service in license as an attendance teacher under present regular appointment, regardless of district where such service was performed, is to be credited for the purposes of excessing.

Rule 3. All leave-of-absence time for which salary credit is granted will not affect the earliest date of appointment for purposes of excessing. All other leave-of-absence time without pay or time lost because of resignation and subsequent reappointment will affect the earliest date of appointment.

Rule 4. Attendance teachers having the same date of appointment from the same eligible list are to be listed for excessing in accordance with their relative standing on such eligible list. Attendance teachers having the same date of appointment from different eligible lists are to be listed for excessing on the basis of the comparative dates of promulgation of their respective eligible list, with the attendance
Rule 5. Attendance teachers in excess in a district office under the jurisdiction of a community board must be placed in vacancies within the district to the fullest degree possible. For districts, or bureaus under the jurisdiction of the central Board, attendance teachers in excess in a district or bureau must be placed in appropriate vacancies within the district or central office.

Rule 6. To minimize movement of personnel, excessed attendance teachers shall be assigned within the district to appropriate openings or vacancies. If there are no openings or vacancies in the district the attendance teacher with the latest date of appointment in license shall be the first to be excessed from the district.

Rule 7. The central Board has the responsibility for placing attendance teachers who are excessed from a community district office and cannot be accommodated by their own district, within budgetary limitations and if vacancies exist within the City. Where possible, the wishes of the attendance teacher will be taken into account in his placement by the central Board. If no vacancy exists, Section D of this Article shall apply.

Rule 8. When an attendance teacher position in central headquarters is abolished, the occupant of that position is excessed, and he shall be granted the same rights for placement as an attendance teacher who is excessed from a community district.

Rule 9. An attendance teacher who has been excessed to another district may request an opportunity to return to the district from which he was excessed if within a year a vacancy should occur in that district. Such a request will have priority over any other transfer or appointment to that vacancy.

C. Appointment to New Program, License or Title

Attendance teachers who are displaced by the establishment of a new program, license or title shall be given an opportunity to present their qualifications and if found qualified shall be given preference for appointment to such new program, license or title.

D. Layoff

1. If a city-wide excess condition causes a lay-off of staff in any licensed position, applicable provisions of law will be followed to determine the staff member to be laid off, without fault and delinquency with the understanding that said member of staff is to be placed on a preferred list for reinstatement to his former position.
2. Employees on layoff who may be placed on a preferred list in another license other than the one in which they are laid off will be so placed.

3. The Board and the Union agree to jointly sponsor legislation to provide for retention in the system of pedagogical employees laid off in their licenses by providing for their employment in licenses held other than the one in which they are laid off on the basis of their system-wide seniority. The legislation shall provide that employees who are so placed in positions for which a lower salary is established shall be paid at the salary of the position in which they are serving while awaiting recall to their former positions from a preferred list.

ARTICLE ELEVEN: TRANSFERS

Requests by attendance teachers for transfer from one district office to another district office will be granted on the following basis:

1. Those eligible for transfer are regularly-appointed attendance teachers with at least five years' continuous service under regular appointment in the district from which the transfer is sought. In cases of attendance teachers reassigned as a result of a staff reorganization of a district office, "continuous service" shall include the length of continuous service under regular appointment in the previous district immediately preceding such reassignment. If several successive reassignments are made, "continuous service" shall include the length of continuous service under regular appointment in the previous district immediately preceding each such reassignment.

2. A list of vacancies existing as of May 15 together with any special requirements for any particular vacancy, will be posted as soon as possible in each district office. Attendance teachers on the transfer list who have not been selected for transfer to vacancies existing as of May 15 shall be notified of vacancies occurring between May 15 and June 10 as they become known. Transfers shall be made effective as of the opening of school in September.

A vacancy not previously available for transfer which is filled by an administrative transfer shall be listed for transfer on the May 15 following the administrative transfer and if the vacancy is then filled by an attendance teacher from the transfer list the administrative transferee shall be exces-sed from that district office regardless of his city-wide seniority. The above shall not apply to an administrative
transfer following a "U" rating of the attendance teacher made with his consent.

3. Employees desiring transfer shall file with the bureau of attendance a request for transfer, specifying up to three choices of districts or area in order of preference. Such requests may be filed at any time during the school year but no later than two weeks following the posting of the list of vacancies.

4. Transfers will be granted on the basis of seniority to qualified eligible employees whose requests are on file. For this purpose, seniority is defined as length of continuous service in the bureau of attendance, including continuous regular substitute service in the bureau immediately preceding regular appointment. In cases of equal seniority, preference shall be given on the basis of standing on the eligible list for appointment for attendance teachers appearing on the same list, and for attendance teachers appearing on different lists, on the basis of the list having the earliest date.

5. No more than one request for transfer out of any one district will be granted in any one year. If more than one qualified employee in a district is eligible for transfer, the senior employee's request will be granted.

6. An attendance teacher whose request for transfer has been granted shall be notified by the Division of Personnel prior to the end of the school year.

7. An applicant for transfer who does not receive a desired assignment shall, upon request to the Division of Personnel, be given the reasons for not having been selected.

8. Transfers on grounds of hardship (as determined by the Office of Special Education and Pupil Personnel Services) shall be allowed independent of the above provisions. Transfers of employees after three years of service on regular appointment may be made on grounds of hardship on the basis of the circumstances of each particular case except that travel time by public transportation of more than one hour and 30 minutes each way between an employee's home and district office shall be deemed to constitute "hardship" entitling the applicant to a transfer to a district office to be designated by the Division of Personnel which shall be within one hour and 30 minutes travel time by public transportation from the employee's home.

ARTICLE TWELVE
UNION ACTIVITIES PRIVILEGES AND RESPONSIBILITIES

A. Restriction on Union Activities

No attendance teacher shall engage in union activities
during the time he is assigned to duty. Members of the Chapter's negotiating committee and its special consultants shall, upon proper application, be excused without loss of pay for working time spent in negotiations with the Board or its representatives.

B. Chapter Chairman Time

The Chapter Chairman or his alternate shall be allowed a reasonable amount of time per week for the investigation of grievances and for other appropriate activities relating to the administration of the agreement and to the duties of his office, except that such time may not be taken in the mornings before noon or during time assigned to field work. "Reasonable amount of time" is deemed to be the equivalent of four 45-minute periods.

C. Exclusive Check-Off

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.

The Board will honor individual written authorizations for the deduction of Union dues in accordance with their terms, including authorizations stating that they are irrevocable until the following June 30 and automatically renewable for another year unless written notice is given to the Board between June 15 and June 30.

The Board and the Union will send a joint notice to all employees whose current authorizations are on file informing them that the authorizations will be understood to be irrevocable and automatically renewable as stated above unless notice is given to the Board within 45 days thereafter.

D. Bulletin Boards

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

E. District Chapter Meetings

Upon request to the district supervisor, Chapter members in a district office shall be permitted to meet within the building occupied by the district office for one-half hour before the commencement of the working day or one-half hour after the close of the working day at a place to be assigned by the district supervisor where other staff members, or children, or the public are not present. Union officials may attend such meetings.
F. Consultation Meetings
The Chapter and the director of attendance or other appropriate representatives of the bureau of attendance will consult monthly on matters of policy involving the professional interests of attendance teachers and on appropriate questions arising under the agreement.

The supervisor of each bureau of attendance district and the Chapter representatives in the district will meet once a month during the school year to consult on matters of concern to employees at the district level.

G. Information to the Chapter
1. Lists of vacancies and any lists which may be established by the community school districts, the central Board or bureau of attendance showing seniority of attendance teachers for the purpose of implementing provisions of this agreement shall be made available to the Chapter. In individual cases specific information as to seniority will be made available to the Chapter upon request.

2. A copy of current attendance teacher assignments will be given to the Chapter chairman.

3. Copies of all official bureau of attendance circulars and directives shall be sent to the Chapter.

H. Official Circulars
All official circulars shall be posted on district office bulletin boards for the inspection of attendance teachers and shall be made available to attendance teachers on request.

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

The Board will continue its present policy with respect to sick leave, sabbatical leaves, vacations and holidays except insofar as change is commanded by law.

All existing determinations, authorizations, by-laws, regulations, rules, rulings, resolutions, certifications, orders, directives, and other actions, made, issued or entered into by the Board of Education governing or affecting salary and working conditions of the employees in the bargaining unit shall continue in force during the term of this agreement, except insofar as change is commanded by law.

A-35
ARTICLE FOURTEEN
DUE PROCESS AND REVIEW PROCEDURES

A. Attendance Teacher Files

Official attendance teacher files in the bureau of attendance shall be maintained under the following circumstances:

1. No material derogatory to an attendance teacher's conduct, service, character or personality shall be placed in the files unless the attendance teacher has had an opportunity to read the material. The attendance teacher shall acknowledge that he has read such material by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its content. However, an incident which has not been reduced to writing within three months of its occurrence, exclusive of the summer vacation period, may not later be added to the file.

2. The attendance teacher shall have the right to answer any material filed and his answer shall be attached to the file copy.

3. Upon appropriate request by the attendance teacher, he shall be permitted to examine his file.

4. The attendance teacher shall be permitted to reproduce any material in his file.

5. Material will be removed from the files when an attendance teacher's claim that it is inaccurate or unfair is sustained.

B. Summons

Attendance teachers summoned by a supervisor above the level of district supervisor shall be given two days notice and a statement of the reason for the summons, except where an emergency is present or where considerations of confidentiality are involved.

Whenever an employee is summoned for an interview for the record which may lead to disciplinary action, he shall be entitled to be accompanied by a representative who is employed by the city school system, or by an employee of the Union who is not a lawyer, and he shall be informed of this right. However, where the supervisor permits an attorney who is not a member of the city school system to represent any participant in the interview, the employee shall be entitled to be represented by an attorney. An interview which is not held in accordance with these conditions
shall not be considered a part of the employee's personnel file or record and neither the fact of the interview nor any statements made at the interview may be used in any subsequent Board proceeding involving the employee. It is understood that informal conferences, such as those between a division supervisor and an attendance teacher, for professional improvement, may be conducted off the record and shall not be included in the employee's personnel file or record.

C. Notice of Discharge

Regular substitute attendance teachers are to be given 10 school days notice of discharge, except in cases of emergency.

D. Discontinuance of Probationary Service

1. Regular substitutes and attendance teachers on probation, except as provided in subparagraph 2 below, shall be entitled to the review procedures before the Chancellor as prescribed in Section 105a of the by-laws of the Board of Education.

By-law 105(a) procedures for the review of a recommendation by a superintendent for discontinuance of probationary service shall be modified to provide for the following:

a. The 105(a) committee shall be a tripartite committee of professional educators, one selected by the teacher, one by the Board and a third selected by the other two from a list agreed upon by the Board and the Union.

b. The committee will make an advisory recommendation to the community school board or the Chancellor for central programs within 20 days after the hearing.

c. The costs of the employee's representative shall be paid by the employee. The costs of the Board's representative shall be paid by the Board. The costs of the mutually selected member of the committee shall be shared by the Board and the employee.

2. Attendance teachers on probation who have completed at least three years of service on regular appointment shall be entitled, with respect to the discontinuance of their probationary service, to the same review procedures as are established for the tenured teaching staff under Section 2590 j 7 of the Education Law.

E. Suspension

Any attendance teacher who is suspended pending hearing and determination of charges shall receive full compen-
sation pending such determination and imposition of any penalty.

F. Trial Examiner Panel

Before designating the panel of trial examiners to be maintained by the Chancellor pursuant to Section 2590-j 7 (f) of the Education Law, the Chancellor will afford the Union and the Community School Boards an opportunity to challenge any proposed designee and the persons challenged shall not be designated. Members of the panel will serve in rotation.

G. Medical Review Procedures

1. Requests for Medical Examination

The report of the immediate supervisor requesting examination of an attendance teacher pursuant to Education Law Section 2568 shall be made in duplicate. A copy of the report shall be forwarded to the attendance teacher.

2. Injury in the Line of Duty

In order to provide for an expeditious handling of injury in the line of duty claims, the following is provided:

a. Within five school days of a claim of injury in the line of duty requiring an employee to be absent, the superintendent shall make a determination as to whether the accident occurred in the line of duty.

b. Where the employee is in a non-pay status pending a determination by the Medical Bureau of the duration of absence attributable to injury in the line of duty, the Medical Bureau will make its determination within ten days of the employee's submitting himself for the required physical examination.

3. Medical Report and Review

a. The report of the Medical Division on an attendance teacher who was called for medical examination shall, upon written request of the attendance teacher, be sent to the attendance teacher's physician within 25 days after the examination.

b. Upon the employee's request to the Medical Division, his physician shall have the right to examine his medical file.

c. A regular employee shall have the right to an independent evaluation by a medical arbitrator selected from a panel of doctors to be selected by mutual agreement of the Board and the Union in conjunction with the New York Academy of Medicine if the finding of the Medical Bureau to the Chancellor has resulted in:
Art. 15 A

(1) Placement of the employee on a leave of absence without pay for more than one month; or
(2) Termination of the employee's services; or
(3) A recommendation for disability retirement; or
(4) A denial of a leave with or without pay for more than one month.

A request for an independent evaluation of the finding of the Medical Division shall be submitted in writing by the employee to the Division of Personnel within 10 school days of receipt of notice from the Division of Personnel that he has been placed on leave of absence without pay for more than one month, or that his services have been terminated, or that he has been recommended for disability retirement, or that he has been denied a leave with or without pay for more than one month.

The medical arbitrator shall examine the employee and consult with the employee's physician and the Board's physician. The arbitrator's decision shall be rendered within 10 days after he has examined the employee, and if made within his authority under this agreement shall be accepted as final and binding by the Board and the employee.

The fee of the medical arbitrator shall be shared equally by the Board and the employee.

ARTICLE FIFTEEN GRIEVANCE PROCEDURE

It is the declared objective of the parties to encourage the prompt and informal resolution of employee complaints as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints.

A. Definition

A "grievance" shall mean a complaint by an employee in the bargaining unit (1) that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of this agreement or (2) that he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees, except that the term "grievance" shall not apply to any matter as to which (1) a method of review is prescribed by law, or by any rule or regulation of the State Commissioner of Education having the force and effect of law, or by any by-law of the Board of Education or (2) the Board of Education is without authority to act.

As used in this article, the term "employee" shall mean
also a group of employees having the same grievance.

**B. Adjustment of Grievances**

Grievances of employees within the bargaining unit shall be presented and adjusted in the following manner:

1. **General Procedures**
   a. **District Level (Step 1)**

   Any employee within the bargaining unit may, either orally or in writing, present a grievance to the district supervisor within a reasonable time not to exceed three months after the employee has knowledge of the act or condition complained of except, that a grievance arising under Article Fourteen A shall be presented within a reasonable time after the employee has knowledge of the material in the file.

   The employee and the district supervisor shall confer on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, the employee may appear personally, or he may be represented by a Union representative or by any attendance teacher of his choice; but where the employee is represented he must be present. The Union representative shall be the Attendance Chapter chairman or his alternate or any one member of the Chapter's grievance committee.

   Whenever a grievance presented to the district supervisor by the employee personally or through a personal representative would involve the application or interpretation of the terms of this agreement, or would affect the working conditions or welfare of the employees in the bargaining unit, he shall give the Attendance Chapter chairman or his alternate the opportunity to be present and state the view of the Chapter.

   The district supervisor shall communicate his decision to the aggrieved employee and to his representative and to any Chapter representative who participated in this step within five school days after receiving the complaint. Where the grievance has been presented in writing, the decision shall be in writing.

   b. **Bureau Level (Step 2)**

   If the grievance is not resolved at Step 1, the aggrieved employee may appeal to the director of attendance within three school days after he has received the decision of the district supervisor. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based. It shall also state the name of the employee's representative, if any.
The director shall meet and confer with the aggrieved employee on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. The aggrieved employee and his representative, if any, shall be given at least two school days notice of the conference and an opportunity to participate. The employee may appear alone or he may be represented by the Union or by an attendance teacher of his choice. The Union representative may be the representative at Step 1 or a representative designated by the grievance department of the United Federation of Teachers, with which the Chapter is affiliated, or both. The employee shall be present at the conference, except that he need not attend where it it mutually agreed that no facts are in dispute and that the sole question before the director is one of interpretation of a provision of this agreement, or of what is established policy or practice.

Notice of the conference shall also be given to the district supervisor who rendered the decision at Step 1. The district supervisor may be present at the conference and state his views.

Where the employee is not represented by the Union at this step, the director shall furnish the Chapter with a copy of the appeal from Step 1, together with notice of the date of the conference. In such cases, the Chapter may be present and state its views whenever the decision on the grievance would involve the application or interpretation of the terms of this agreement, or would affect the working conditions or welfare of the employees in the bargaining unit.

The director shall communicate his decision in writing, together with the supporting reasons, to the aggrieved employee and his representative, and to any Chapter representative who participated in this step, within ten school days after receiving the appeal. The district supervisor who rendered the decision at Step 1 shall also receive a copy of the decision at this step. The Chapter shall receive a copy of any decision at this step.

c. Chancellor (Step 3)

If the grievance is not resolved at Step 2, the aggrieved employee may appeal from the decision at Step 2 to the Chancellor addressed to the attention of the Executive Director, Office of Labor Relations and Collective Bargaining within 10 school days after the decision of the director has been mailed. The appeal shall be in writing, shall set forth specifically the reason for the appeal, and shall be accompanied by a copy of the appeal and decision at Step 2. It shall
also state the name of the employee's representative, if any.

The Chancellor or his designated representative shall meet and confer with the aggrieved employee with a view to arriving at a mutually satisfactory resolution of the complaint. The aggrieved employee and his representative shall be given at least two school days notice of the conference and an opportunity to be heard. The employee may appear alone or he may be represented by the Union or by an attendance teacher of his choice. The Union representative may be the representative at Step 1 or the representative at Step 2, or both.

Notice of the conference shall also be given to the district supervisor and to the director. The district supervisor and the director may be present at the conference and state their views.

When the employee is not represented by the Union at this step, the Chancellor shall furnish the Chapter with a copy of the appeal from Step 2 together with notice of the date of the conference. In such cases, the Chapter may be present and state its views whenever the decision on the grievance would involve the application or interpretation of the terms of this agreement, or would affect the working conditions or welfare of the employees in the bargaining unit.

The Chancellor shall communicate his decision in writing, together with the supporting reasons, to the aggrieved employee and his representative, and to any Union representative who participated in this step, within fifteen school days after receiving the appeal.

The district supervisor and the director shall also receive a copy of the decision at this step. The Chapter shall receive a copy of any decision at this step.

2. Special Procedures for Grievances Relating to Salary and Leave Matters

Any grievance relating to salary and leave matters shall be filed directly with the Executive Director of Personnel. In such cases, the provisions of the general procedures relating to Step 2 shall apply to the presentation and adjustment of the grievance at the level of the Executive Director of Personnel, except that (1) the grievance shall be filed within a reasonable time not to exceed three months after the employee has knowledge of the act or condition which is the basis of the complaint and (2) the employee need not be present at any conference. The Executive Director shall render a decision on behalf of the Chancellor and such decision shall be considered a decision at the level of the Chancellor under this Article.
3. Priority Handling of Grievances

The Board and the union will consult periodically on the priority of handling grievances pending at Step 3 with a view to expediting the processing of grievances which require prompt disposition.

4. Initiation or Appeal of Special Types of Grievances or Complaints

a. Grievances arising from the action of officials other than the district supervisor may be initiated with and processed by such officials in accordance with the provisions of Step 2 of this grievance procedure. Where appropriate, such grievances may be initiated with the Chancellor.

b. Where a substantial number of employees in more than one district have a complaint arising from the action of authority other than the district supervisor, the Chapter, upon their request, may initiate a group grievance in their behalf.

c. The Chapter has the right to initiate or appeal a grievance involving alleged violation of the agreement. Such grievance shall be initiated with the director of attendance or, where appropriate, with the Chancellor.

5. Appearance and Representation

a. 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 Board of Education working hours, all persons who participate shall be excused without loss of pay for that purpose.

b. No officer or executive board member, delegate, representative, or agent of a minority organization shall represent the aggrieved employee at any step in the grievance procedure. An agent shall include any person who, acting in an official capacity for a minority organization, regularly performs for that organization such acts as: distributing literature, collecting dues, circulating petitions, soliciting membership, or serving as a spokesman at attendance teachers' conferences. An agent shall not include any person who performs such duties occasionally or without any official designation by the minority organization involved. A minority organization shall mean any organization, other than the Union, which exists or acts for the purpose of dealing with the Bureau of Attendance or any Board official for the improvement of working conditions, or the handling of grievances, of employees in the bargaining unit.
6. Time Limits

a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

b. The time limits specified in any step of this procedure may be extended, in any specific instance, by mutual agreement.

C. Arbitration

A grievance dispute which was not resolved at the level of the Chancellor under the grievance procedure may be submitted by the aggrieved employee or, in the circumstances specified in Section 4(c) above, by the Chapter, to an arbitrator for decision if it involves the application or interpretation of this agreement. A grievance dispute arising under any term of this agreement involving Board policy or discretion may be submitted to arbitration for the sole purpose of determining whether the Board’s policy was disregarded or applied in so discriminatory, arbitrary or capricious a manner as to constitute an abuse of discretion.

A grievance may not be submitted to an arbitrator unless a decision has been rendered by the Chancellor under the grievance procedure, except in cases where, upon expiration of the 15-day time limit for decision, the aggrieved employee or the Chapter filed notice with the Chancellor of intention to submit the grievance to arbitration and no decision was issued by the Chancellor within five school days after receipt of such notice.

The employee may proceed personally or through the Union or any other representative of his choice except that he may not be represented by any person or minority organization as specified and defined in Section B5b, above, of the grievance procedure. Where the employee is not represented by the Union, the Chapter may submit its views to the arbitrator.

The proceeding may be initiated by filing with the Board a notice of arbitration. The notice shall be filed within 10 school days after receipt of the decision of the Chancellor under the grievance procedure or, where no decision has been issued in the circumstance described above, three days following the expiration of the five school day period provided above. The notice shall include a brief statement setting forth precisely
the issue to be decided by the arbitrator and the specific provision of the agreement involved.

A panel of five arbitrators shall be designated by mutual agreement of the parties to serve for any case or cases submitted to them in accordance with their availability to promptly hear and determine the case or cases submitted.

The parties agree to enter into a stipulation of facts whenever possible in advance of the hearing.

Transcripts of the proceedings will be waived except in unusual cases and by agreement of the parties. If transcripts are used, they shall be supplied overnight to the arbitrator.

Post-hearing briefs will not be filed except in unusual cases upon agreement of the parties to submit them.

The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding insofar as they relate to the hearings and fees and expenses.

The arbitrator shall issue his decision not later than 30 days from the date of the closing of the hearings or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this agreement and he 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 he may decide in a particular case that Board policy was disregarded or that its attempted application under any 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.

The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this agreement, will be accepted as final by the parties to the dispute and both will abide by it.

The arbitrator may fashion an appropriate remedy where he finds a violation of this agreement. To the extent permit-
ted by law, an appropriate remedy may include back pay. The arbitrator shall have no authority to grant a money award as a penalty for a violation of this agreement except as a penalty is expressly provided for in this agreement.

The arbitrator's fee will be shared equally by the parties to the dispute.

The Board agrees that it will apply to all substantially similar situations the decisions of an arbitrator sustaining a grievance and the Union agrees that it will not bring or continue, and that it will not represent any employee, in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.

D. General Provisions as to Grievances and Arbitration

1. The filing or pendency of any grievance under the provisions of this article shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of, subject, however, to the final decision on the grievance.

2. Nothing contained in this article or elsewhere in this agreement shall be construed to permit the Union to present or process a grievance not involving the application or interpretation of the terms of this agreement in behalf of any employee without his consent.

3. Nothing contained in this article or elsewhere in this agreement shall be construed to prevent any individual employee from presenting and processing a grievance through the procedures provided in this article.

4. Nothing contained in this article or elsewhere in this agreement shall be construed to deny to any employee his rights under Section 15 of the New York Civil Rights Law or under the State Education Law or under applicable Civil Service Laws and Regulations.

ARTICLE SIXTEEN

SPECIAL COMPLAINTS

It is the declared objective of the parties to encourage the prompt and informal resolution of special complaints not covered by the grievance procedure and to dispose of such complaints as they arise and to provide recourse to orderly procedures for their adjustment.

A. Definition

A "special complaint" is a complaint by an employee in the bargaining unit that persons or groups are engaging in a course of harassing conduct, or in acts of intimidation, which are being directed against him in the course of his employ-
ment and that the school principal or community or assistant superintendent has not afforded the employee adequate relief against such course of conduct or acts of intimidation.

B. Filing and Priority Handling

A special complaint shall be promptly filed with the Chancellor by the affected employee or, upon his request, by the Union. Such complaint shall receive expedited handling pursuant to this article.

C. Joint Investigation and Informal Resolution

Within twenty-four (24) hours after the special complaint is filed with the Chancellor, a joint investigating committee consisting of one representative designated by the Chancellor and one representative designated by the Union shall investigate the complaint at the school level to ascertain the facts and bring about a prompt resolution of the problem without resort to formal procedures. In the course of its investigation, the joint committee shall confer with the principal of the school, the community or assistant superintendent and other persons involved in the controversy.

D. Administrative Hearing and Continued Attempt at Informal Resolution

If the complaint is not resolved by the joint investigating committee to the satisfaction of the affected employee, he may request a hearing before the Chancellor. Within forty-eight (48) hours after receipt of the request for hearing, the Chancellor, or a representative designated by him, shall hold a hearing at which the joint investigating committee shall report its findings and all persons involved, including the affected employee, shall have an opportunity to be heard. The complaining employee may represent himself at the hearing or, upon request, may be represented by the Union or by a person of his own choosing other than an attorney.

At the hearing the Chancellor or his representative shall make every effort to resolve the complaint informally and all persons involved shall cooperate toward this end.

E. Decision of the Chancellor

Within seventy-two (72) hours following the close of the hearing, the Chancellor shall notify all parties of his decision and the manner in which it shall be effectuated.

F. Fact Finding and Recommendations

If the complaint is not resolved by the Chancellor the affected employee, or the Union upon his request, may submit it for hearing and fact-finding before an arbitrator selected in
accordance with Article 15C of this agreement. The submission shall be made within ten (10) school days after the issuance of the Chancellor's decision.

The voluntary labor rules of the American Arbitration Association shall apply to the proceeding in so far as they relate to the hearing, fees and expenses.

The fact finder shall render findings not later than seventy-two (72) hours from the date of the close of the hearings or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the fact finder. The findings of fact shall be in writing. The fact finder shall limit his findings strictly to the question whether the employee's complaint has been substantiated by the evidence. If the fact finder finds the complaint to be substantiated and unremedied, he shall recommend an appropriate remedy.

The fact finder shall not interpret or apply the provisions of this agreement or exercise any of the other functions specified in Article 15 of the contract, nor shall he exercise any of the powers conferred upon trial examiners pursuant to Section 2590-j 7 (f) of the Education Law.

G. Board Consideration

Within ten (10) days after receipt of the fact finder's report, the Board shall make a determination.

ARTICLE SEVENTEEN

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.

ARTICLE EIGHTEEN

NO-STRIKE PLEDGE

The Union and the Board recognize that strikes and other forms of work stoppages by attendance teachers 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 NINETEEN**

**DEFINITIONS**

1. Wherever the term "Board" is used in the agreement it shall mean the City Board, it being understood, nevertheless, that this contract is binding on all community school boards in accordance with Section 2590 of the Education Law.

2. Wherever the term "community school board" or "community board" is used in the agreement it shall mean the board of education of a community district.

**ARTICLE TWENTY**

**NOTICE—LEGISLATIVE ACTION**

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

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

**ARTICLE TWENTY-ONE**

**COPY OF AGREEMENT**

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

**ARTICLE TWENTY-TWO**

**DURATION**

This agreement and each of its provisions shall be effective as of September 9, 1975, and shall continue in full force and effect until September 9, 1977.

Negotiations for a subsequent agreement will commence no sooner than October 15, 1976, for budgetary items and no sooner than March 15, 1977, for all other items, upon request of either party filed two weeks before each of these dates.

Dated: Brooklyn, New York, 1975
ISAIAH E. ROBINSON, JR.
President
The Board of Education
of the
City School District
of the
City of New York

PHILIP KAPLAN
Chairman
Attendance Teachers Chapter,
United Federation of Teachers, Local 2
American Federation of Teachers, AFL-CIO
## INDEX

### A

| Absences (See also Sick Leave) | A-25 | 9 A 9 |
| annual check-up and lab tests | A-25, 26 | 9 A 12 |
| due to children's diseases | A-23, 34 | 12 A |
| during negotiations | A-43 | 15 B 5 a |
| grievance conference attendance | A-26 | 9 A 16 |
| illness after 9/1/67 | A-25 | 9 A 10 |
| leaves (See Leaves) | A-26 | 9 A 17 |
| personal business | A-25 | 9 A 11 |
| prior to resignation retirement | A-27, 24, 25 | 9 A |
| refunds | A-28 | 9 D 1 |
| reserves, cumulative | A-25 | 9 A 10 |
| selective service examination | A-25 | 9 A 11 |
| self-treated, regular | A-25 | 9 A 11 |
| self-treated, regular substitute | A-25 | 9 A 11 |
| Agreement, Copy of | A-49 | 21 |
| duration | A-49 | 22 |
| time for administering | A-34 | 12 B |
| Annuity Fund | A-19 | 4 B |
| Appointment to New Program, License or Title | A-31 | 10 C |
| Arbitration | A-44 | 15 C |
| grievance (See Grievance Procedure) prohibited on escort request grievance special complaints (See Special Complaints) | A-22 | 7 B |
| Articles of Agreement (See Table of Contents) | A-23 | 8 A |
| Assault Cases | A-20 | 5 B |
| Assignment During first 15 days | A-12 | 3 C 1 |
| Attendance Officer, salary, regular substitute | A-9 | 3 A 6 |
| Attendance Officer, not specially certified, salary (Schedule Xa) | A-4 | 3 A |
| Attendance Teachers and Attendance Officers salaries | A-34 | 12 D |
| Bargaining Unit, defined | A-2 | 1 |
| Bargaining at Headquarters Level Only | A-49 | 19-1 |
| “BOARD” defined | A-34 | 12 D |
| Bulletin Boards | A-49 | 19-2 |
| Cars, use of personal | A-15, 16 | 3 K |
| Chapter Chairman | A-34 | 12 B |
| designing Agreement in grievances | A-34, 40 | 15 B 1 a |
| Check-Off | A-35 | 12 C |
| Circulars, Official | A-30, 31 | 12 G, H |
| City-Wide Excess | A-11, 12 | 3 B |
| COLA | A-49 | 19-2 |
| Community School Board, defined | A-21 | 6 B |
| Compensatory Time | A-48 | 17 |
| Conformity to Law | A-35 | 12 F |
| Consultation Meetings | A-35 | 13 |
| Consultation with Union on changes | A-13, 11, 12 | 3 B |
| Consumer Price Index | A-13, 11, 12 | 3 B |
| Cost of Living Adjustment | A-13 | 3 D |
| Courses, Credit for In-Service | C.P.I. | 3 B |
| Cumulative Absence Reserves and Sick Leave | A-24, 26 | 9 A |

A-51
Daily Schedule Definitions

Bargaining Unit

"Board"

"Community School Board"

grievance

seniority—excessing

seniority—substitute retention

seniority—transfers

special complaint

Differentials

eligibility

first

intermediate

promotional

schedules

Discharge, regular substitute

District Chapter Meetings

District Office Facilities

Duration of Agreement

Escort on Field Visits

Estate, Death Benefits

Estate, Termination Pay

Estate, Vacation Pay and Service Credit

Excessing Rules

appointment date determined

assigned to district

city-wide excess

employees not accommodated within district

headquarters' position abolished

return to former district

seniority, city-wide excess

seniority, district excess

Facilities in District Offices

Fact Finder, Special Complaints

Fair Practices

Field Visits, Escort Request

Field Visits, Grievances Under Files, Attendance Teacher

Files, Attendance Teacher

Funded, Projects, State and Federal
posting of seniority for

Goals

Grievance Procedure

appeals, arbitration

appeals, chapter rights to initiate

appeals, second step (Bureau Level)

appeals, third step

arbitration, condition of

arbitration, decision applied similarly

arbitration, decision binding

arbitration, initiation of

arbitration, limits on decision

arbitration panel

arbitration, remedy

arbitration, policy applied

discriminatory or arbitrarily goes to

conferences, step 1 (District Level)

conferences, step 2 (Bureau Level)

conferences, step 3 (Chancellor)

A-21
A-49
A-2
A-49
A-49
A-39
A-30, 31
A-30
A-33
A-46
A-4, 11
A-6, 8
A-4, 5, 6, 8
A-9
A-6
A-4, 5, 9, 10
A-4, 5, 6, 8
A-37
A-34
A-22
A-49
A-22
A-18
A-26
A-15, 13, 14
A-32, 30, 31
A-30
A-31
A-31, 32
A-32, 31
A-32, 31
A-31, 33
A-31
A-22
A-47, 48
A-3
A-22
A-22
A-36
A-22
A-40, 39
A-44, 46
A-43
A-40
A-41
A-44, 46
A-44, 46
A-44, 46
A-44, 46
A-43
A-40
A-40, 41
A-41, 42
A-43

A-52
definition

excuse with pay

grievance dispute, Board policy

hearings arbitration

initiation or appeal of special types

leave matters

limitations on procedure

presented orally or in writing, step 1

representation, arbitration

representation by minority organization

forbidden

representation, step 1

representation, step 2

representation, step 3

salary matters

special types

step 1 — District Level

step 2 — Bureau Level

step 3 — Chancellor

time limits, arbitration

time limits, extension of

time limits, failure to meet

time limit, step 1, decision

time limit, step 2, decision

time limit, step 3, decision

time limit, for filing arbitration

time limit, for filing, step 1

time limit, for filing, step 2

time limit, for filing, step 3

union initiation of group grievances

Grievances Not Covered by Grievance Procedure (See Special Complaints)

Grievances on Escort on Field Visits

Hardship Transfers

Health Plans

Hospital Insurance

Hours of Work

Increments

Individual Employee Rights

Individual Employee, Grievance Rights

Information to Chapter

In-Service Course Credit

Intermediate Differential

Joint Investigation in Special Complaints

Jointly Prepared Legislation, Pension and Retirement Plans — Enacted 1970

Jury Duty, Payment

Layoff (See Excessing)

Leaves (See also Absence and Sick Leave)

denial of leave without pay

excessing

maternity and child care

military

per diem service permitted

purposes of, without pay

retirement credit recommended

sabbatical (See Sabbaticals)

terminal

without pay

Licensure Regularized

A-39

A-43

A-39, 44, 46

A-45, 47, 44, 46

A-43

A-42

A-46

A-40

A-47, 44, 46

A-43

A-40

A-40

A-43, 40, 41

A-43, 41, 42

A-42

A-43

A-40

A-42, 40, 41

A-43, 41, 42

A-47, 44, 46

A-44

A-44

A-40

A-42, 40, 41

A-43, 41, 42

A-47, 44, 46

A-40

A-42, 40, 41

A-43, 41, 42

A-47, 44, 46

A-43

A-33

A-14

A-14

A-21

A-4, 11

A-2

A-46

A-35

A-13

A-9

A-47

A-16, 19

A-29

A-33, 31, 32

A-28

A-32, 30, 31

A-28

A-28

A-28

A-28

A-28

A-28

A-29, 26, 28

A-29

A-28

A-21, 19, 20

A-39

A-43

A-45

A-43

A-40

A-42

A-43

A-40

A-40

A-40

A-42

A-43

A-43

A-43

A-43

A-43

A-43

A-43

A-43

A-47, 44, 46

A-43

A-43

A-43

A-47, 44, 46

A-43

A-43

A-43

A-43

A-47, 44, 46

A-43

A-47, 44, 46

A-43

A-43

A-43

A-43

A-43

A-43

A-43

A-43

A-43

15 B 5 a

15 A, C

15 C

15 B 4

15 B 2

15 D

15 B 1 a

15 C

15 B 1 b

15 B 1 c

15 B 4

15 B 1 a

15 B 1 b

15 B 1 c

15 C

15 B 6 b

15 B 6 a

15 B 1 a

15 B 1 b

15 C

15 B 1 a

15 B 1 b

15 B 1 c

15 B 4 b

11. 8

3 F 1

3 F 1

6

3 A

1

15 D 3, 4

12 G

3 D

3 A 5

16 C

4 A

9 E

10 D

9 C

10 B

9 C 2

9 D 2

9 C 2

9 C 1

9 C 1 c

9 B

9 F

9 C

5 A
all positions filled by regulars
A-21, 19, 20
5 A

effective date
A-21, 19, 20
5 A

exceptions
A-21, 19, 20
5 A

Longevity Increment
A-7, 5, 6
3 A 2

Loyalty Oath
A-3
II

Lists of Vacancies (Transfers)
A-33
11, 3

Maternity, Per Diem Service
A-28
9 G

Maternity, Pro-Rates Pay
A-14
3 E 2 b

Maternities Not Covered
A-35
13

existing determinations continue
A-35
13

prior consultation with Union on
Board policy changes
A-35
13

Medical Examination Request
A-38
14 G 1

Medical Expenses
A-38
14 G 3 c

Medical Report and Review
A-38
14 G 3

Military Credit for Sick Leave
A-25
9 A 4

Military Pay for 30 Days
A-28
9 D 2

Military Selective Service Examination
A-28
9 D 1

Military Service Continuity
A-29
9 G

Negotiating Committee, Excused with Pay
A-33, 34
12 A

Newly Appointed Salary Step
A-12
3 C 2

No-Strike Pledge
A-48
18

Notice Legislative Action
A-49
20

Official Circulars
A-35
12 H

Overtime
A-21
6 B

Pay Practices
A-15
3 J

Payment Twice a Month
A-15
3 I

Peace Corps Service
A-29
9 G

Pension and Retirement Program
A-16, 19
4 A

(Legislation — Enacted 1970)

Age 55 — Revised Service Fraction Plan
A-17
4 A 2 b (2)

allowance under
A-17
4 A 2 b (1)

rates of contribution
A-17
4 A 2 b (3)

Improved Pension Plan
A-16
4 A 2 a

eligibility
A-16
4 A 2 a (1)

benefits
A-16
4 A 2 a (2)

member’s contribution
A-17
4 A 2 a (3)

average salary
A-17
4 A 2 a (3)

death benefit
A-18
4 A 8

“Death Gamble”
A-18
4 A 5

disability retirement, accidental
A-18
4 A 7

disability retirement, ordinary
A-18
4 A 6

legislation jointly prepared
A-19
4 C

presumptive retirement (Death Gamble)
A-18
4 A 5

reaffirmed
A-19
4 C 1

same benefits as in other Board of
Education Plans
A-19
4 D

take-home pay increased
A-17
4 A 3

vested retirement rights
A-17
4 A 4

Preamble
A-1

Property damage, loss—personal
A-15
3 H

Provision of Agreement Requiring
Legislation
A-49
20

Re-employment after Resignation
A-20
5 C b

Resignation, Withdrawal
A-20
5 C a

Restriction on Union Activities
A-35, 33, 34
12 A

Retirement (See Pensions)

Retirement Credit Recommended
A-28
9 C 1

leaves without pay
Review Procedures
Rotation Policy

Sabbatical Leaves and Special
Sabbatical Leaves
compensation, regular
compensation, special
denial of
effective date 8/1/73
eligibility, regular
eligibility, special
exceeds allowable number
joint committee
length of regular
length of special
phase out
Peace Corps
probability period, second license
seniority
special (restoration of health) defined
Safety Program
Salaries and Welfare Benefits
Salary, Advancement to Next Step
Salary Credit
newly appointed
per diem substitute service
regular substitute service
Salary Differentials (See Differentials)
Salary Increments
Salary Placement
new appointment
not specially certified, but becomes
specialy certified
per diem substitute service
regular substitute service
re-employment
Salary Schedules
attendance teachers
attendance teachers, Spanish speaking
attendance officers, not specially
certified
attendance officers, specially certified
substitutes, regular, rates of pay
Sick Leave
absence for illness after 9/1/67
absence prior to resignation
annual check-up
cumulative reserves
due to children’s diseases
estate termination pay
grievances on
military duty
per diem service
reinstated after retirement
resuming service as substitute
substitute, regular license terminated
termination pay
unused days
Special Complaints
Saving Clause
Scholarship Fund
Selective Service Examination
Seniority Excessing
**Seniority, Rotation**

A-22 7 A

**Seniority, State and Federally Funded Projects**

A-22 7 C

**Seniority Transfers**

A-32

**Sick Leave (See Also Absence and Leaves)**

A-11, 1

**Special Complaints**

- administrative hearing
  - A-47 16 D
- arbitrator, fact finder
  - A-47 16 F
- Board consideration
  - A-48 16 G
- complaints not covered by Grievance Procedure
  - A-49, 46, 48, 49
- decision of Chancellor
  - A-47 16 E
- defined
  - A-46 16 A
- fact finding and recommendations
  - A-47 16 F
- filing of
  - A-47 16 B
- informal resolution
  - A-49, 46, 48 16 C
- joint investigation
  - A-47 16 C
- limitation on fact finder
  - A-47 16 F
- priority handling
  - A-47 16 B
- time limits, at each step
  - A-47 16 C, D, E, F

**Substitutes**

- discharge, review procedure
  - A-37 14 D 1
- per diem salary credit
  - A-12 3 C 2
- regular substitute attendance officer—pay
  - A-12, 10, 11 3 A 7
- regular substitute teacher, compensation and differentials
  - A-12, 9, 11 3 A 6, 7
- regular attendance teacher, credited with substitute service
  - A-12 3 C 1

**Summons or Review**

A-14 3 F 2

**Supplemental Benefits**

<table>
<thead>
<tr>
<th>TITLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Take-Home Pay Increased</td>
<td>A-17</td>
</tr>
<tr>
<td>Telephone Calls</td>
<td>A-12</td>
</tr>
<tr>
<td>Terminal Leave</td>
<td>A-29</td>
</tr>
<tr>
<td>Termination Pay — Estate</td>
<td>A-26</td>
</tr>
<tr>
<td>Termination Pay — retirement or resignation</td>
<td>A-26</td>
</tr>
<tr>
<td>Time limits (See Grievance Procedure and Special Complaints)</td>
<td></td>
</tr>
</tbody>
</table>

**Titles in Bargaining Unit**

A-11

**Titles Excluded from Bargaining Unit**

A-1

**Transfers**

A-34, 32, 33 11

<table>
<thead>
<tr>
<th>Choices</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-33</td>
<td>11, 4</td>
</tr>
<tr>
<td>A-33</td>
<td>11, 4</td>
</tr>
<tr>
<td>A-32</td>
<td>11, 1</td>
</tr>
<tr>
<td>A-33</td>
<td>11, 8</td>
</tr>
<tr>
<td>A-33</td>
<td>11, 3</td>
</tr>
<tr>
<td>A-33</td>
<td>11, 6</td>
</tr>
<tr>
<td>A-33</td>
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</tr>
<tr>
<td>A-38</td>
<td>14 F</td>
</tr>
</tbody>
</table>

**Union Activities, Restrictions on Union Recognition**

A-33, 34 12 A

**Use of Personal Cars**

A-15 3 K

**Vacation Pay Credit**

A-14 3 E 2

**VISTA Service**

A-29 9 G

**Welfare Benefits (See Individual Items)**

**Working Conditions (See Individual Items)**

<table>
<thead>
<tr>
<th>W.P.A. Service</th>
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<tbody>
<tr>
<td>A-19</td>
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</tbody>
</table>

A-56
AGREEMENT
between
THE BOARD OF EDUCATION
of the
City School District
of the
City of New York
and
BI-LINGUAL TEACHERS
IN SCHOOL AND
COMMUNITY RELATIONS CHAPTER
UNITED FEDERATION OF TEACHERS
Local 2, American Federation
of teachers, AFL-CIO
covering
BI-LINGUAL TEACHERS IN SCHOOL
AND COMMUNITY RELATIONS
September 9, 1975-September 9, 1977
# TABLE OF CONTENTS

| Article One— Union Recognition | B-2 |
| Article Two — Fair Practices | B-3 |
| Article Three — Salaries and Benefits | B-3 |
| A. Salaries and Differentials | B-3 |
| 1. Salary Schedules C1, C2 and C 6 | B-3 |
| 2. Longevity Increments | B-4 |
| 3. Salary Reopener | B-5 |
| 4. Promotional Differential | B-5 |
| 5. Eligibility Requirements | B-6 |
| 6. Intermediate Differential | B-8 |
| 7. Substitute Employees | B-8 |
| B. Cost-of-Living Adjustment | B-8 |
| C. Salary Credit | B-9 |
| 1. Regular Substitute Service | B-9 |
| 2. Per Diem Substitute Service | B-9 |
| 3. Related Experience | B-10 |
| D. Application for Certain Salary Differentials | B-10 |
| E. Vacation Pay | B-10 |
| 1. Summer Vacation Pay | B-10 |
| 2. Vacation Pay Credit and Service Credit | B-11 |
| F. Welfare Benefits | B-11 |
| 1. Choice of Health Plans | B-11 |
| 2. Supplemental Benefits | B-12 |
| G. Reimbursement for Medical Expenses | B-12 |
| H. Damage or Destruction of Property | B-12 |
| I. Semi-Monthly Payment | B-13 |
| J. Pay Practices | B-13 |
| Article Four — Pension and Retirement Program | B-13 |
| A. Pension and Retirement Program Benefits | B-13 |
| 1. Last Year's Average Salary | B-13 |
| 2. New Pension Plan Benefits | B-13 |
| a. Improved Pension Plan | B-13 |
| (1) Retirement Eligibility | B-13 |
| (2) Benefits | B-13 |
| (3) Members’ Contributions | B-14 |
| b. Age 55 Revised Service Fraction Plan | B-14 |
| 3. Increased-Take-Home-Pay | B-14 |
| 4. Vested Retirement Rights | B-14 |
| 5. Presumptive Retirement (Death Gamble) | B-15 |
| 6. Ordinary Disability Retirement | B-15 |
| 7. Accidental Disability | B-15 |
| 8. Death Benefit | B-15 |
9. Cost-of-Living Legislation ........................................ B-16
B. Annuity Fund .................................................. B-16
C. Support for Program ........................................... B-16
D. Board of Education Retirement System ......................... B-16

Article Five — Licensure, Assignment
and Appointment ................................................ B-16
A. Regularized Licensure ........................................ B-16
B. Assignment During First Fifteen Days ......................... B-17
C. Withdrawal of Resignation and
    Subsequent Re-Employment ................................ B-17

Article Six — Hours ................................................ B-17
A. Relief Time ..................................................... B-17
B. Activities Included in Working Time ......................... B-18
C. Duty-Free Lunch Period ....................................... B-18
D. School Conferences ........................................... B-18

Article Seven — Assignments .................................... B-18
A. Assignments of Bi-lingual Teachers ......................... B-18
B. Field Visits .................................................... B-18

Article Eight — Safety ............................................ B-19
A. Assistance in Assault Cases ................................ B-19
B. School Safety Plan .......................................... B-19

Article Nine — Leaves ............................................. B-20
A. Cumulative Absence Reserves and Sick Leave ............. B-20
B. Sabbatical Leaves ............................................. B-22
C. Leaves of Absence Without Pay ............................. B-24
    1. Purposes for Which Granted ............................. B-24
    2. Per Diem Service While on Leave ..................... B-24
D. Military Service Pay ......................................... B-24
    1. Excuse for Selective Service Examination .......... B-24
    2. Pay During Military Service ............................ B-24
E. Payment for Jury Duty ....................................... B-24
F. Terminal Leave ................................................ B-25
G. Continuity of Service ....................................... B-25

Article Ten — Excessing and Layoff ............................. B-25
A. Excessing Rules .............................................. B-25
B. Appointment to New Program,
    License or Title ........................................... B-27
C. Layoff ......................................................... B-27

Article Eleven — Transfers ..................................... B-27

Article Twelve — Union Activities,
    Privileges and Responsibilities ......................... B-29
A. Restriction on Union Activities ........................................ B-29
B. Time for Chapter Chairman ........................................... B-29
C. Exclusive Check-Off ................................................... B-29
D. Consultation Meetings ................................................ B-29
E. Bulletin Boards ....................................................... B-29
F. Information to the Chapter ........................................... B-29

Article Thirteen — Matters Not Covered .................................. B-30

Article Fourteen — Due Process and Review Procedures ............ B-30

A. Bi-lingual Teacher Files .............................................. B-30
B. Summons ........................................................................ B-31
C. Notice of Discharge ..................................................... B-31
D. Discontinuance of Probationary Service ............................ B-31
E. Suspension ...................................................................... B-32
F. Trial Examiner Panel ..................................................... B-32
G. Medical Review Procedures ............................................ B-32
   1. Requests for Medical Examinations ............................... B-32
   2. Injury in the Line of Duty ............................................ B-32
   3. Medical Report and Review ....................................... B-33

Article Fifteen — Grievance Procedure .................................... B-34

A. Definition ....................................................................... B-34
B. Adjustment of Grievances .............................................. B-34
   1. General Procedures .................................................... B-34
      a. School Level (Step 1) ............................................ B-34
      b. District Level (Step 2) ........................................... B-35
      c. Chancellor (Step 3) .............................................. B-36
   2. Special Procedures for Grievances Relating to Salary and Leave Matters ........................................... B-37
   3. Priority Handling of Grievances ................................... B-37
   4. Initiation or Appeal of Special Types of Grievances or Complaints .............................................. B-37
   5. Appearance and Representation ................................... B-38
   6. Time Limits ................................................................... B-38
C. Arbitration ...................................................................... B-39
D. General Provisions as to Grievances and Arbitration ............ B-41

Article Sixteen — Special Complaints ...................................... B-41

A. Definition ....................................................................... B-41
B. Filing and Priority Handling ............................................ B-41
C. Joint Investigation and Informal Resolution ..................... B-42
D. Administrative Hearing and Continued Attempt at Informal Resolution ......................................................... B-42
<table>
<thead>
<tr>
<th>Article</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>E.</td>
<td>Decision of the Chancellor</td>
<td>B-42</td>
</tr>
<tr>
<td>F.</td>
<td>Fact Finding and Recommendations</td>
<td>B-42</td>
</tr>
<tr>
<td>G.</td>
<td>Board Considerations</td>
<td>B-43</td>
</tr>
<tr>
<td></td>
<td>Article Seventeen — Conformity to Law</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Saving Clause</td>
<td>B-43</td>
</tr>
<tr>
<td></td>
<td>Article Eighteen — No-Strike Pledge</td>
<td>B-43</td>
</tr>
<tr>
<td></td>
<td>Article Nineteen — Definitions</td>
<td>B-43</td>
</tr>
<tr>
<td></td>
<td>Article Twenty — Notice — Legislative Action</td>
<td>B-44</td>
</tr>
<tr>
<td></td>
<td>Article Twenty-One — Copy of Agreement</td>
<td>B-44</td>
</tr>
<tr>
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<td>Article Twenty-Two — Duration</td>
<td>B-44</td>
</tr>
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</table>
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 BI-LINGUAL TEACHERS IN SCHOOL AND COMMUNITY RELATIONS CHAPTER (formerly called Auxiliary Teachers Chapter and Bi-lingual Teachers Chapter), UNITED FEDERATION OF TEACHERS, LOCAL 2, AMERICAN FEDERATION OF TEACHERS, AFL-CIO (hereinafter referred to as the "Union" or the "Chapter"):

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, in a special referendum conducted among the professional education personnel, over seventy percent of those who participated favored collective bargaining as a way of conducting their relations with the Board; 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 Chapter filed a request to be certified as the exclusive bargaining representative of all employees employed by the Board of Education in the title of Auxiliary Teacher and more than fifty percent of the employees in such titles authorized the check-off of dues in behalf of the Chapter and the Superintendent determined the unit to be appropriate, and the Board issued a Certificate of Exclusive Bargaining Status on November 16, 1966; and

WHEREAS, by Resolution of the Board of Education dated February 21, 1968, the title of Auxiliary Teacher was changed to Bi-lingual Teacher in School and Community Relations, and

WHEREAS, designated representatives of the Board 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:

B-1
ARTICLE ONE
UNION RECOGNITION

The Board recognizes the Union as the exclusive bargaining representative for a unit of all those employed in the Title of Bi-lingual Teacher in School and Community Relations, including regular substitutes but excluding per diem substitutes. Employees in the unit are hereinafter referred to as "bi-lingual teachers."

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 bargaining unit where they have a community of interest, 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 an existing bargaining unit as a result of the Board's redesignation of the title or category of employees in the unit.

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

Nothing contained herein shall be construed to prevent any Board official from meeting with any employee organization representing bi-lingual teachers 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 Chapter shall be informed of the meeting and, as to those matters, any changes or modifications shall be made only through negotiation with the Chapter.

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

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

The Union agrees to maintain its eligibility to represent bi-lingual teachers 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.

The Board agrees that it will not require any bi-lingual teacher to complete an oath or affirmation of loyalty unless such requirement is established by law.

The Board of Education agrees that, as a result of the strike and its related activities, it will not dismiss, demote, discipline, or otherwise act against any staff member because of his or her participation in said strike or related activities. Specifically excluded from the foregoing are any and all provisions of the Taylor Law (New York Civil Service Law, Section 200 et seq.), none of which are waived hereby.

Any records of court proceedings or other memoranda relating to job action or strike shall not be put in a staff member's permanent file, except as required by law.

ARTICLE THREE
SALARIES AND BENEFITS

A. Salaries and Differentials

The salaries and differentials of employees covered by this agreement, and the eligibility requirements therefor, shall be as follows:

1. Salary Schedules C1, C2 and C6

The C1, C2 and C6 salary schedules shall apply to those employed in the title of Bi-lingual Teacher in School and Community Relations:
**SALARY SCHEDULE EFFECTIVE SEPTEMBER 9, 1974**

<table>
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<tr>
<th>Descriptive Designation</th>
<th>B.A. Base</th>
<th>B.A. Plus 30 Credits</th>
<th>M.A. Plus 30 Credits</th>
<th>Earned Equivalent</th>
<th>M.A. (or Plus 30 Credits)</th>
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<tr>
<td>Official Designation</td>
<td>C1</td>
<td>C2 Including Differential</td>
<td>C6 Including Promotional Differential</td>
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All regularly appointed bi-lingual teachers will advance to the next step in the salary schedule on the anniversary date of their appointment and on March 1 of each year until they have advanced to the last step of the salary schedule.

2. Longevity Increments

Effective October 1, 1975 or on such October 1 thereafter as the requirements shall be met, additional compensation shall be paid to those bi-lingual teachers eligible therefor pursuant to the conditions and at the rates set forth below. Such additional compensation shall be known as the "longevity increment" and the gross annual salary rates of bi-lingual teachers to whom said longevity increment is payable shall be computed by adding the sum provided per
annum to the rates ascertained without consideration of said longevity increment. Longevity increments shall be payable as follows:

a. Appointed bi-lingual teachers with ten years of pedagogical service but less than 15 years in the New York City public school system as of October 1, 1975 or any subsequent October 1 shall have their gross annual salary rates computed by adding the sum of $750.00 per annum to the rates ascertained without consideration of such longevity increment.

b. Appointed bi-lingual teachers with 15 years of pedagogical service or more in the New York City public school system as of October 1, 1975 or any subsequent October 1 shall have their gross annual salary rates computed by adding the sum of $1500.00 per annum (inclusive of the Longevity increment provided in paragraph a above) to the rates ascertained without consideration of such longevity increment.

3. Salary Reopener

On or before July 1, 1976, the Union may notify the Board that it desires to reopen the agreement for purposes of negotiating and reaching agreement on adjustments in salary and differentials. The parties shall commence negotiations at the earliest convenient date thereafter. In the event they are unable to reach agreement relative to salaries and differentials for the 1976-77 contract year on or before 12:01 a.m. September 9, 1976, the dispute shall be submitted to final and binding arbitration. A Panel of Arbitration shall be established of three arbitrators, one selected by the Board, one by the Union, and the third selected by the other two from a panel submitted by the American Arbitration Association. Any changes or adjustments resulting from agreement between the parties or the Award of the Panel of Arbitration shall be effective 12:01 a.m., September 9, 1976 unless specifically provided otherwise.

Should the union not give notice to the Board of a desire to reopen, as set forth hereinabove, then the agreement shall be renewed without change for the 1976-77 contract year.

4. Promotional Differential

The promotional differential is additional compensation added to the gross annual salary rates of employees who qualify for it. The amount of the promotional differential shall be at the rate of $1,000 per annum. Effective September 9, 1974, the promotional differential shall be at the rate of $1,350 per annum.
5. Eligibility Requirements

a. In any and all schedules herein set forth, advancement by increments to salary steps shall be conditioned upon regulations adopted by the Board of Education upon the recommendation of the Chancellor.

b. Rates under Schedule C1 shall be paid to all employees in the titles enumerated under 1, above, who do not meet the requirements for Schedule C2 or Schedule C6 as hereinafter set forth.

c. Rates under Schedule C2 shall be paid to an employee who qualifies for a first salary differential by reason of having met any of the following requirements:

(1) 30 semester hours of approved study beyond the baccalaureate degree;

(2) 30 semester hours of approved study beyond such courses offered for and accepted by the Board of Examiners as the equivalent of a baccalaureate degree for eligibility for the license under which the employee is serving at the time of filing application for the salary differential;

(3) 30 semester hours of approved study beyond the academic qualifications submitted and accepted for the original license when a baccalaureate degree or its equivalent was not required to qualify for such license, except that the additional 30 semester hours of approved study shall be waived (for purposes of placement under this paragraph only) in the case of any employee who holds a baccalaureate degree or who was graduated from an approved four year normal school course, if such employee was licensed as a result of an examination wherein the academic qualifications for the license were not restricted to holders of a baccalaureate degree or its equivalent.

d. Qualification for Schedule C6-Second Differential.

(1) Commencing September 1, 1969, eligibility for the second differential (Schedule C6) shall be acquired by a bilingual teacher who

(a) holds an approved doctorate issued by a recognized college or university; or

(b) holds an approved master's degree issued by a recognized college or university and who, after having earned the baccalaureate, has satisfactorily completed 30 semester hours of approved credits in college or university study in addition to those required for the master's degree;

Provided, however, that a bi-lingual teacher regularly employed by the Board of Education on June 30, 1967, who
has satisfied the conditions of eligibility then existing or who satisfied those conditions not later than June 30, 1970, shall not be affected by this alteration of the conditions of entitlement.

(2) Rates under Schedule C6 shall be paid to an employee who qualifies for a second salary differential by reason of having met any of the following requirements.

(a) An approved doctorate issued by a recognized college or university;

(b) An approved master's degree issued by a recognized college or university and, who, after having earned the baccalaureate beyond such degree, has completed 30 semester hours of approved study:

(c) An approved baccalaureate degree issued by a recognized college or university and, beyond such degree, 60 semester hours of approved study.

e. The promotional differential shall be paid to employees who qualify as follows:

(1) Those who hold an approved master's degree issued by a recognized college or university;

(2) Those who hold an approved baccalaureate degree issued by a recognized college or university and who beyond such degree have satisfactorily completed 30 semester hours of approved credits in college or university study provided, however, that they shall have completed not less than 36 semester hours of study in an approved subject matter area which may be in combination of graduate and undergraduate study;

(3) Those compensated under Salary Schedule C6 as of June 30, 1962, provided that they shall have completed 24 semester hours of study in an approved subject matter area which may be in combination of graduate and undergraduate study. (The differential herein provided shall become payable only when the study requirements have been met.)

f. When the payment of a salary differential is based upon the completion of additional approved study, qualification for the differential and the effective date thereof shall be evidenced by a certificate issued by the Chancellor in accordance with appropriate regulations approved by the Board of Education.

All college credits creditable toward college work in excess of the number required for the baccalaureate, whether earned before or after graduation, shall be applicable for differential purposes.
6. Intermediate Differential

Effective September 9, 1974, or on such date thereafter as the requirements shall be met, as evidenced by a certificate issued by the Chancellor, additional compensation at the rate of $925 per annum shall be paid to those bi-lingual teachers eligible therefor pursuant to the conditions set forth below. Such additional compensation shall be known as the "Intermediate Differential," and the gross annual salary rates of bi-lingual teachers to whom said intermediate differential is payable, shall be computed by adding the sum of $925 per annum to the rates ascertained without consideration of said intermediate differential, under the procedures hereinbefore set forth in Section 513 of the Board of Education by-laws.

Intermediate differentials shall be payable to bi-lingual teachers who hold an approved baccalaureate issued by a recognized college or university and who beyond such degree have satisfactorily completed 60 semester hours of approved credits in college or university study.

The intermediate differential is not payable to anyone receiving the second differential.

7. Substitute Employees

Persons licensed and employed as regular substitute employees shall be paid as follows:

Regular substitute bi-lingual teachers, when assigned as such, shall be compensated at the first salary step in Schedule C1, C2 or C6 or at such salary step and rate as may be payable pursuant to a certificate of salary fixation issued by the Chancellor in accordance with appropriate regulations. Regular substitute bi-lingual teachers will advance to the next step in the salary schedule upon completion of each full year of regular substitute service and on March 1 of each such year but not beyond Step 4A of the salary schedule.

Regular substitute bi-lingual teachers may qualify for the salary differentials payable under Schedules C2 and C6 and for the promotional and intermediate differentials by meeting the appropriate eligibility requirements set forth in paragraphs 3 and 4, above, subject to the limitation that such substitutes may not be advanced beyond salary Step 4A.

B. Cost-of-Living Adjustment

1. If the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers, New York, New York—Northeastern New Jersey (Base Year 1967 equals 100) when published by the Bureau of Labor Statistics, U. S. Depart-
ment of Labor, for June, 1975, exceeds the index for September, 1974, the Board shall pay effective December 1, 1975, to all teachers in active service with one year or more of continuous service a cost-of-living adjustment (COLA) in the amount of twenty-one dollars ($21) times each full four-tenths (0.4) of a point increase in such Index but such cost-of-living adjustment shall not exceed $300.

2. If the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers, New York, New York—Northeastern New Jersey (Base Year 1967 equals 100) when published by the Bureau of Labor Statistics, U.S. Department of Labor, for June, 1976 exceeds the Index for September, 1975, the Board shall pay effective December 1, 1976 to all teachers in active service with one year or more of continuous service a cost-of-living adjustment (COLA) in the amount of twenty-one dollars ($21) times each full four-tenths (0.4) of a point increase in such Index.

3. Any such cost-of-living adjustment shall not become part of the basic annual salary rates for any employee receiving same.

4. Continuity of service for purposes of this provision shall not be deemed to be interrupted by absence determined to be due to illness, accident, injury suffered in line of duty, or for approved leave without pay or layoff not exceeding three months.

C. Salary Credit

1. Regular Substitute Service

An appointee as a regular bi-lingual teacher who has performed prior satisfactory service as a regular substitute for a period of one or more terms during the 10 year period preceding his appointment shall be placed in the appropriate salary schedule as though all such regular substitute service had been performed in the capacity of a regular bi-lingual teacher; and such appointee shall be given salary credit for each term of such regular substitute service preceding appointment.

2. Per Diem Substitute Service

An appointee as a regular bi-lingual teacher shall be granted one year of salary credit for each 175 days of prior satisfactory substitute service in the day public schools of the City of New York, provided that such substitute service was performed during the period of five years immediately prior to appointment.

An appointee as a regular bi-lingual teacher who has had 95 or more days of such substitute service, but less than 175 days, or who has 95 or more days in excess of 175 days or mul-
tiple thereof, shall receive one term of salary credit.

An appointee as a regular bi-lingual teacher who has had three years or more of such substitute service during the period of five years immediately prior to appointment shall receive salary credit similarly computed, for substitute service rendered during the period of 10 years immediately prior to appointment.

Newly appointed persons shall enter at a salary step not higher than Step 6A and shall receive salary credit for each term up to 20 of prior regular substitute service and prior per diem substitute service.

3. Related Experience

An appointee as a regular bi-lingual teacher or a substitute licensed on or after July 1, 1967, shall be granted salary credit for appropriate experience in social case work in approved out-patient clinics or approved agencies on the following basis;

a. From the applicant's satisfactory, approved and appropriate experience there shall be deducted the experience required for eligibility for the license held, or three years of such experience, whichever is greater.

b. After such deduction, salary credit may be allowed as follows:

<table>
<thead>
<tr>
<th>Experience Duration</th>
<th>Salary Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>For two years</td>
<td>1 year</td>
</tr>
<tr>
<td>For four years</td>
<td>2 years</td>
</tr>
<tr>
<td>For six or more</td>
<td>3 years</td>
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D. Application for Certain Salary Differentials

Teachers who, at the time of appointment, were not required to hold a baccalaureate degree as an exclusive prerequisite to qualify for the bi-lingual teaching license may apply under either of the following methods for salary differentials provided in salary Schedule C2 or C6:

1. They may submit evidence of having completed the required number of semester hours of approved study, or

2. They may be credited with 26 semester hours of approved study by reason of having reached the maximum step of salary schedule C1 or C2. In addition, they shall submit evidence of the completion of the required additional number of semester hours of approved study, which additional hours must have been completed prior to the date of appointment or subsequent to the date of placement on the maximum step of the salary schedule.

E. Vacation Pay

1. Summer Vacation Pay

Effective September 9, 1975, summer vacation pay shall
be pro-rated for the school year in which employees are appointed and for the school year in which their service ceases on the following basis: Employees who are appointed after the start of the school year and employees who are terminated, laid off, resign or retire on/or before the end of the school year shall receive vacation pay for the summer following their appointment or cessation of service as follows: one-tenth of the amount of the vacation pay which would be payable for a full school year's service shall be paid for each month of service or major fraction thereof during the school year in which they are appointed or cease service except that service of less than a major fraction during the first month of appointment shall be credited for summer vacation pay. The pro-rating of summer vacation pay for the year in which employees are appointed and for the year in which their service ceases in accordance with this provision shall not diminish the employee's entitlement to any other benefit including health insurance and welfare coverage he would have received under the prior method of payment.

An employee who serves as a regular or per diem substitute and is appointed after the beginning of the school year shall be entitled to the additional vacation pay of a regular or per diem substitute for the year in which he is appointed on the basis of his substitute service prior to his appointment.

2. Vacation Pay Credit and Service Credit
   a. The estate of a bi-lingual teacher, who dies during the school year shall receive a pro rata amount, based on the length of his employment during the school year, of the vacation pay he would have received had he been employed during the entire school year. This section shall not apply to those bi-lingual teachers who are presumed to have retired on the day immediately preceding their death pursuant to Section B 20-410 of the Administrative Code of the City of New York, as amended.
   b. A regularly appointed bi-lingual teacher who has rendered actual service during any school year covered in part by leave of absence for maternity and child care shall be given credit for salary increment purposes for any pro rata vacation pay received for such service.

F. Welfare Benefits
   1. Choice of Health Plans
      The Board agrees to arrange for, and make available to each bi-lingual teacher, a choice of health and hospital insurance coverage from among designated plans and the Board agrees to pay the full cost of such coverage.
Art. 3 F 2

Effective September 9, 1975 regularly appointed employees who are laid off and who are covered by a health and hospital insurance plan at the time they are laid off shall continue to be so covered for ninety days from the day on which they are laid off, and the Board will pay the full cost of such coverage. For purposes of implementing this provision employees who were laid off between September 1, 1975 and September 9, 1975 shall be deemed to have been laid off on September 9, 1975 and their coverage shall be continuous from that date.

2. Supplemental Benefits

Effective September 9, 1975 until October 1, 1975 the Board will provide funds at the rate of $370.00 per year on a pro-rata basis per month on behalf of each bi-lingual teacher for the purpose of making available for each employee supplemental welfare benefits and for the purpose of making available college scholarships for children from low income families graduating from the city's public high schools under a plan to be devised and established jointly by representatives of the Union and of the Board.

Effective October 1, 1975, the Board will provide for such purpose further additional funds at the rate of $50.00 per year per employee, for a total of $420.00 per year.

Effective October 1, 1976 the Board will provide for such purpose further additional funds at the rate of $50.00 per year per employee, for a total of $470.00 per year.

Effective September 9, 1975 the Board will continue to make payments for supplemental benefits at the rates per year set forth herein on a pro rata basis per month for ninety days from the day of layoff on behalf of each regularly appointed employee who is laid off.

G. Reimbursement for Medical Expenses

Bi-lingual teachers shall be reimbursed by the Board for reasonable medical expenses, not exceeding $750, incurred because of injuries in the line of duty, to the extent that such expenses are not covered by insurance.

H. Damage or Destruction of Property

a. Bi-lingual teachers shall not be held responsible for loss within the school of school property or children's property when such loss is not the fault of the bi-lingual teacher.

This does not exonerate the bi-lingual teacher from responsibility for school property in his charge.

b. The Board of Education will reimburse bi-lingual teachers, in an amount not to exceed a total of $100 in any
school year, for loss or damage or destruction, while on duty in the school of personal property of a kind normally worn to or brought into school, when the teacher has not been negligent, to the extent that such loss is not covered by insurance.

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

I. Semi-Monthly Payment
Salary payment will be made on a semi-monthly basis.

J. Pay Practices
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.

ARTICLE FOUR
PENSION AND RETIREMENT PROGRAM

A. Pension and Retirement Program Benefits
As provided in legislation, jointly sponsored by the Board and the Union, which was enacted in the 1970 session of the New York State Legislature, the benefits of the Pension and Retirement Program, limited to employees of the New York City Board of Education who are contributors to the New York City Teachers' Retirement System and who are in the collective bargaining unit for which this collective bargaining contract is entered into and signed by the New York City Board of Education and the United Federation of Teachers, are:

1. Last Year's Average Salary
Retirement benefits are based on the last year's salary.

2. New Pension Plan Benefits
a. Improved Pension Plan
   (1) Retirement Eligibility
   A member may retire on completion of a minimum of 20 years of City service, benefit payments to be deferred until the date on which he would have completed 25 years of service if he had remained in the employ of the Board of Education but not earlier than his attainment of age 55.
   
   (2) Benefits
   For the first 20 years of City service, a retirement allowance equal to \( \frac{1}{2} \) of final year's salary, which will include
an annuity based on the member's accumulated contributions, a pension for ITHP and a City pension which provides the balance of the retirement allowance (½ final year's salary).

For each year of total service in excess of the required 20 years, an additional allowance consisting of, (a) a pension based on 1.2% of final year's salary for each year of such additional service prior to July 1, 1970, and 1.7% of final year's salary for each such additional year of service subsequent to June 30, 1970; (b) an annuity based on contributions in excess of those required during the 20 year period prior to eligibility for retirement; and (c) a pension based on ITHP accumulated subsequent to the member's 20th year of service.

(3) Members' Contributions

Members shall contribute at a rate calculated to provide an annuity equal to ¼th of the retirement allowance at the completion of 20 years of service and shall not be required to contribute thereafter. For members of the system on the effective date of this legislation, contribution rates shall be based on an equated age at time of entry and computed as though this plan had always been in effect.

b. Age 55 Revised Service Fraction Plan

(1) Members who do not elect "Improved Pension Plan" may retire at age 55 regardless of years of service. Benefit payments become payable immediately upon retirement.

(2) A retirement allowance consisting of an annuity based on the member's accumulated deductions at time of retirement, an ITHP pension based on the ITHP accumulations at the time of retirement and a pension based on 1.2% of the final year's salary for each year of service rendered prior to July 1, 1970, and 1.53% of final year's salary for each year of service rendered subsequent to June 30, 1970.

(3) Rates of contribution shall be the same as would be required under the existing 1% — age 55, 25 years of service retirement plan.

3. Increased-Take-Home-Pay

Beginning July 1, 1970, the Increased-Take-Home-Pay contribution shall be fixed at 5%.

4. Vested Retirement Rights

Members of the Age 55 Revised Service Fraction Plan shall be eligible for deferred benefits after 15 years of accredited service, five of which must immediately precede discontinuance of service.

The deferred retirement which vests immediately upon
resignation shall become payable at age 55, providing the member has not withdrawn his accumulated contribution. At the time the deferred retirement allowance becomes payable, the member shall receive a retirement allowance consisting of (a) an annuity based on the member's accumulated deductions at time of retirement; (b) ITHP pension based on ITHP accumulations at retirement, and (c) a pension based on 1.2% of last year's salary for each year of service prior to July 1, 1970, and 1.53% of final year's salary for each year of service rendered subsequent to June 30, 1970.

5. Presumptive Retirement (Death Gamble)

The existing provisions of the Death Gamble Law will be applicable to members who die in service after having become eligible for service retirement under the plan elected by the member, if greater than the ordinary death benefit.

6. Ordinary Disability Retirement

Any member who becomes disabled on completion of at least 10 years of City service will be eligible for a disability retirement. On retirement for disability he will be entitled to (a) a pension of 1.2% of final year's salary for service accredited prior to July 1, 1970 and 1.53% of final year's salary for each year of service accredited subsequent to June 30, 1970, (b) an annuity based on the member's accumulated deductions at retirement, and (c) a pension for Increased-Take-Home-Pay based on the member's Increased-Take-Home-Pay accumulations at retirement.

7. Accidental Disability

Members who incur a service connected disability shall be eligible to retire for accidental disability retirement regardless of service. The member shall be entitled to (a) a pension equal to ⅔ths of the final 5 year average salary, (b) an annuity based on the member's accumulated deductions at retirement, and (c) a pension for Increased-Take-Home-Pay based on the member's ITHP accumulations at retirement.

8. Death Benefit

A person who dies before becoming eligible for retirement is entitled to the following benefits:

a. A member with less than 10 years of City service: a benefit equal to (a) an amount equal to salary for six month period immediately preceding death, (b) his accumulated deductions and (c) his reserve for ITHP.

b. A member with at least 10 but less than 20 years of City service: a benefit equal to (a) an amount equal to his salary
for the 12 month period immediately preceding death, (b) his accumulated deductions and (c) his reserve for ITHP.

c. A member with 20 years or more of City service: a benefit equal to (a) an amount equal to twice his final year's salary, (b) his accumulated deductions and (c) his reserve for ITHP.

9. Cost-of-Living Legislation

The Board and the Union will support legislation to provide a cost-of-living adjustment to all present pre-July 1, 1970 retirees based on the 1974 Consumer Price Index.

B. Annuity Fund

The Board shall contribute at the rate of $400 per year to the Teachers' Retirement System to be credited monthly to the annuity account of each bi-lingual teacher who is at the maximum step of his salary schedule.

The Board will seek such legislation as may be necessary to provide for these annuity contributions. In the event that necessary enabling legislation is not enacted, the Board will pay monthly to each bi-lingual teacher covered in the preceding paragraph at the rate specified above.

C. Support for Program

With respect to pensions and retirement, the Board hereby affirms its support of the following program:

1. One year of pension credit shall be granted for each 180 days of substitute service.

2. Bi-lingual teachers shall be entitled to credit for all teaching service in New York City or elsewhere rendered before entry into the Teachers' Retirement System of the City of New York.

D. Board of Education Retirement System

For members of the Board of Education Retirement System, the Board agrees to provide, effective September 8, 1969, the same pension benefits as were heretofore approved by the Board of Education for other members of the Board of Education Retirement System.

ARTICLE FIVE
LICENSURE, ASSIGNMENT AND APPOINTMENT

A. Regularized Licensure

The Board of Education shall provide for the regular licensure of bi-lingual teacher personnel consistent with the needs of the instructional program and subject to applicable law and the by-laws of the Board of Education. The Board will take the following actions:
The Board will establish as soon as possible but no later than September 1, 1973, regular licenses which will be valid for service as a bi-lingual teacher under regular appointment, or for day-to-day per diem service, or for full-term assignment, or for other service as a bi-lingual teacher. All positions will be filled by persons holding such regular licenses except under the following circumstances:

1. Where a position must be filled to provide the services of a bi-lingual teacher for which no person holding such regular license is immediately available after all efforts have been made to fill the position by a person holding such regular license;

2. Where the kind of bi-lingual teacher work is not normally performed in the public schools and is temporary in nature.

B. Assignment During First Fifteen Days

A bi-lingual teacher who is assigned during the first fifteen (15) days of the school term to a position which is expected to be vacant for that term shall serve under the terms and conditions of this agreement which would be applicable if a regular substitute bi-lingual teacher were serving in that position.

C. Withdrawal of Resignation and Subsequent Re-Employment

a. Requests for withdrawal of resignation on the part of bi-lingual teachers who attained permanent tenure prior to their resignation shall be effectuated, subject only to medical examination and the approval of the Chancellor, provided that application for such withdrawal of resignation is made on or before the opening of school in September next following five years after the effective date of resignation. In all other cases of withdrawal of resignation, the requirements of Section 255 of the Board of Education by-laws shall continue in effect.

b. Bi-lingual teachers who resign and subsequently are re-employed following the effectuation of their request to withdraw resignation shall be placed in the salary step at which they were at the time of resignation and shall be given the sick leave "bank" and sabbatical leave rights which they held at the time of resignation.

ARTICLE SIX

HOURS

A. Relief Time

Total daily relief time from duty for bi-lingual teachers
shall equal 30 minutes as arranged with the head of the school, except that if any such time is taken at the beginning or end of the working day, the employee must remain in attendance at the school.

B. Activities Included in Working Time

Time spent by a bi-lingual teacher in visiting homes or agencies, and in related activities in the bi-lingual program which may be performed outside the school or outside of regular school hours shall be deemed a part of the bi-lingual teacher's prescribed working time if such activities have been approved by the head of the school as part of the bi-lingual program for the school.

C. Duty-Free Lunch Period

Bi-lingual teachers shall have a duty-free lunch period equal in length to the duty-free lunch period provided for day school teachers in the school, and it shall be scheduled between the hours of 11:00 a.m. and 1:30 p.m.

D. School Conferences

School conferences held in September and June shall be held on school time.

ARTICLE SEVEN
ASSIGNMENTS

A. Assignments of Bi-lingual Teachers

1. Bi-lingual teachers shall not be assigned to more than one school.

2. Bi-lingual teachers shall be informed of vacancies arising in district or central board offices. Vacancies shall be filled by qualified applicants within the district or, where appropriate, within the intergroup education unit. Where applicants are equally qualified, the selection will be made on the basis of seniority within the district or, where appropriate, within the intergroup education unit.

B. Field Visits

A bi-lingual teacher may request of his principal that an escort be provided for his protection in making a particular field visit. Where the principal finds such request to be reasonable, he will assign another Board employee to accompany the bi-lingual teacher on the designated field visit.

Any grievance arising under this provision shall not be subject to arbitration.
ARTICLE EIGHT
SAFETY

A. Assistance in Assault Cases

1. The principal shall report as soon as possible but within 24 hours to the Law Office and to the Chief Administrator of School Safety that an assault upon an employee has been reported to him. The principal shall investigate and file a complete report as soon as possible to the Law Office and to the Chief Administrator of School Safety. The full report shall be signed by the employee to acknowledge that he has seen the report and he may append a statement to such report.

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 as follows: by obtaining from police and from the principal relevant information concerning the culprits; by accompanying the employee in court appearances; and by acting in other appropriate ways as liaison between employee, police and the courts.

This assistance is intended solely to apply to the criminal aspect of any case arising from such assault.

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

5. An assaulted employee who presses charges against his assailant shall have his days of court appearance designated as nonattendance days with pay.

B. School Safety Plan

Bi-lingual teachers will be covered by the safety plan developed for the school and by the appeal procedures thereunder, as provided in Article Ten of the day school teachers agreement, which is as follows:

The principal is charged with the responsibility of maintaining security and safety in the school. To meet this responsibility, he shall develop, in consultation with the Union chapter committee and the parents association of the school, a comprehensive safety plan, subject to the approval of the Chief Administrator of School Safety.

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

The principal shall render his decision within 24 hours after receiving the complaint.
If the teacher is not satisfied with the decision of the principal, he 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 decision in writing to the teacher within 24 hours after receiving the appeal.

If the teacher is not satisfied with the decision of the community superintendent or assistant superintendent, he 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 decision in writing to the teacher 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 a substantial number of teachers have a complaint, the chapter committee, upon their request, may initiate the complaint in their behalf.

Where all teachers in the school are affected, the chapter committee may initiate a complaint on behalf of all teachers.

ARTICLE NINE

LEAVES

A. Cumulative Absence Reserves and Sick Leave

1. Bi-lingual teachers on regular appointment reinstated after retirement will be credited with the cumulative reserves remaining to their credit upon retirement and such reserves as they accumulated as regular substitutes.

2. Bi-lingual teachers on regular appointment who resign or retire will be credited upon resuming service as regular substitute bi-lingual teachers with 120/200 of the unused cumulative reserves remaining to their credit upon resignation or retirement.

3. Bi-lingual teachers on regular appointment called to military duty will be credited upon their return with the same sick leave allowance for the period of their military service as they would have been entitled to in school service.

4. Bi-lingual teachers on regular appointment whose licenses are terminated will be credited with 120/200 of their unused cumulative reserves if they then serve as regular substitutes, or, if appointed anew, with their unused
cumulative reserves.

5. Unused sick leave accumulated as a per diem substitute shall be transferable to the bi-lingual teacher's "bank" as a regular substitute or appointed teacher.

6. Unused sick leave accumulated as a paraprofessional shall be transferable to the bi-lingual teacher's "bank" as a regular substitute, or an appointed teacher.

7. A bi-lingual teacher on regular appointment who has exhausted his cumulative sick leave may borrow up to 20 days of additional sick leave.

8. Sick leave privileges shall extend to the taking of annual physical checkups or the taking of annual laboratory tests. Such absences shall be limited to one day in each school year.

9. Bi-lingual teachers on regular appointment shall be granted absence refunds for illness on application, without a statement from a physician, for a total of no more than 10 days in any school year. Bi-lingual teachers will be allowed to use three of such 10 days of sick leave for personal business provided that reasonable advance notice is given to the head of the school. Days off for personal business are intended to be used only for personal business which cannot be conducted on other than a school day and during other than school hours.

10. Regular substitute bi-lingual teachers shall be granted absence refunds for illness on application, without a statement from a physician, for no more than five days in one school term. However, regular substitute teachers who serve two terms in one school year shall be granted a total of no more than 10 such absence refunds during the two terms, three of which may be used for personal business provided that reasonable advance notice is given to the head of the school. Days off for personal business are intended to be used only for personal business which cannot be conducted on other than a school day and during other than school hours.

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

12. Employees who are absent due to allergic or positive reaction from a skin test shall not suffer loss of sick bank days.

13. Bi-lingual teachers who resign or retire shall, upon application, receive termination pay on the basis of one half of the unused sick leave accumulated as a regularly-appointed
Art. 9 A 16

or regular substitute teacher after September, 1967. If the resignation or retirement becomes effective at any time other than the end of a school year, sick leave for the period of service during that school year shall be paid at the rate of one day for each two full months of service.

14. The estate of a bi-lingual teacher who dies during the term of this contract shall receive termination pay calculated on the same basis. This paragraph shall not apply to those bi-lingual teachers who are presumed to have retired on the day immediately preceding their death pursuant to Section B 20-410 of the Administrative Code of the City of New York, as amended.

15. Absence for illness after September 1, 1967, will be charged on a day-for-day basis to any unused sick leave accumulated prior to September 1, 1967.

16. Absence immediately prior to resignation shall be paid on the same basis as termination pay.

B. Sabbatical Leaves

1. Bi-lingual teachers on regular appointment will be eligible for a sabbatical leave after each 14 years of service. The first 14 years of service may include a maximum of three years of substitute service for which salary credit was granted, except in the case of a sabbatical leave for rest.

2. Bilingual teachers on regular appointment who have less than 14 years of service will be eligible only for a "special sabbatical leave for restoration of health" after seven years of service on regular appointment, with the approval of the school medical director.

3. A sabbatical leave shall be for a period of one year, beginning on August 1 and ending on July 31 of the following year.

4. A "special sabbatical leave for restoration of health" (as defined in paragraph 2 above) shall be for a period of six months, beginning on August 1 and ending on January 31 of the following year or beginning on February 1 and ending on July 31 of the same year.

5. Effective August 1, 1973, a bilingual teacher on sabbatical leave of absence shall receive compensation at the rate of seventy (70) percent of the bilingual teacher's regular salary. The sabbatical leave pay of bilingual teachers who receive a bonus shall be based upon their annual salary and the amount of the annual bonus received. The sabbatical leave pay of bilingual teachers who receive a license salary differential shall be based upon their annual salary and the amount of the license differential.

B-22
6. Bilingual teachers on "special sabbatical leave for restoration of health" (as defined in paragraph 2 above) shall receive compensation at the rate of sixty (60) percent of their regular salary during such leave. The pay for the "special sabbatical leave for restoration of health" (as defined in paragraph 2 above) of bilingual teachers who receive a bonus shall be based upon their annual salary and the amount of the annual bonus received. The pay for the "special sabbatical leave for restoration of health" of bilingual teachers who receive license salary differential shall be based upon their annual salary and the amount of the license differential.

7. Bilingual teachers serving a probationary period in a second license within the bargaining unit shall be permitted to take a sabbatical leave of absence or a "special sabbatical leave for restoration of health" (as defined in paragraph 2 above) during such period if they are otherwise eligible; however there shall be no reduction, by reason of such leave, of the total probationary period which they are required to serve.

8. An application for a sabbatical leave of absence or for a "special sabbatical leave for restoration of health" (as defined in paragraph 2 above) will not be denied to an eligible bilingual teacher unless the leave would be contrary to applicable regulations. When the number of eligible applicants in any school or organizational unit exceeds the number of sabbatical leaves and "special sabbatical leaves for restoration of health" (as defined in paragraph 2 above) permissible under applicable regulations, applications shall be granted in the school or organizational unit in order of the city-wide seniority of the applicants. For this purpose, in the case of applications for sabbatical leave seniority shall be determined by the number of years of service usable for eligibility for sabbatical leave, minus the years required for each sabbatical leave or "special sabbatical leave for restoration of health" (as defined in paragraph 2 above) already taken.

9. The parties agree to gradually phase out sabbatical leaves for rest by reducing the number of such leaves granted by 100 leaves each year. To implement this provision the number of sabbatical leaves for rest granted in August, 1976 shall be 100 fewer than the number of such leaves granted August, 1975.

10. A joint union-board committee shall be established to study the purposes for which sabbatical leaves are used, and to recommend ways in which the parties may achieve the following agreed-on objectives:
Art. 9 C

a. Use of sabbaticals for study or travel;
b. Provision for appropriate health sabbaticals or health leaves for less than half a year.

C. Leaves of Absence Without Pay

1. Purposes for Which Granted

Leaves of absence without pay shall be granted upon application to bi-lingual teachers on regular appointment for the following purposes:

a. Study related to the bi-lingual teacher’s license field;
b. Study to meet eligibility requirements for a license other than that held by the bi-lingual teacher;
c. Acceptance of a teaching position in a foreign country for one year, with such leave renewable for an additional year. Such teaching position shall be sponsored or approved by the government of the United States.

The Board will recommend to the Teachers’ Retirement Board the granting of retirement credit for the duration of the aforesaid leaves.

“Urgent needs” of the school to which the bi-lingual teacher is assigned may be asserted by the Board as justifying a temporary denial of any application for leave without pay.

2. Per Diem Service While on Leave

Bi-lingual teachers on maternity leave and bi-lingual teachers on leave of absence without pay for study and related professional experience shall be permitted to perform per diem bi-lingual service.

D. Military Service Pay

1. Excuse for Selective Service Examination

Bi-lingual teachers called for selective service physical examination shall be excused without loss of pay for such purpose.

2. Pay During Military Service

Bi-lingual teachers on regular appointment who enter the military service shall be on leave of absence with pay during the first 30 days of such service unless the Board is otherwise required to make payment of salary during such military service.

E. Payment for Jury Duty

Bi-lingual teachers who are required to serve on jury duty will receive full salary during the period of such service, subject to their prompt remittance to the Board of an amount equal to the compensation paid to them for such jury duty.
F. Terminal Leave

Terminal leave with pay shall be allowed to those bi­lingual teachers who are about to retire who are members of the Board of Education Retirement System. Such terminal leave shall be allowed as follows:

1. In the case of employees with 10 or more years of service, it shall be in an amount equivalent to the amount of sick leave balance to the employee's credit, with the following exceptions:
   (a) The maximum allowable terminal leave shall not exceed one month for every 10 years of service, pro-rated at the rate of three calendar days per year, or major fraction thereof;
   (b) The minimum allowable terminal leave shall be one month.

2. In the case of an employee with less than 10 years of service, it shall be in the amount of three calendar days per year of service or major fraction thereof, without regard to sick leave balance.

G. Continuity of Service

In determining length of service for any purpose of this agreement, continuity of service shall not be deemed to be interrupted by absence determined to be due to illness, accident or injury suffered in the line of duty or by time spent in military service, the Peace Corps or VISTA, or by layoff or leave without pay of one year or less. Bi-lingual teachers on layoff or leave without pay for one year up to four years shall regain the seniority they had at the commencement of their leave after they serve for one school year following their return.

ARTICLE TEN  
EXCESSING AND LAYOFF

A. Excessing Rules

The following excessing rules shall be adhered to:

Rule 1. Within the school, district, bureau or other organizational unit, the bi-lingual teacher with the latest date of appointment within license will be the first to be excessed, irrespective of probationary or permanent status.

Rule 2. In determining the date of appointment of a bi-lingual teacher, all prior continuous regular substitute teaching service in license under present regular appointment, regardless of school where such service was performed, is to be credited for the purposes of excessing.
Rule 3. All leave-of-absence time for which salary credit is granted will not affect the earliest date of appointment for purposes of excessing. All other leave-of-absence time without pay or time lost because of resignation and subsequent reappointment will affect the earliest date of appointment.

Rule 4. Bi-lingual teachers having the same date of appointment from the same eligible list are to be listed for excessing in accordance with their relative standing on such eligible list. Bi-lingual teachers having the same date of appointment from different eligible lists are to be listed for excessing on the basis of the comparative dates of promulgation of their respective eligible list, with the bi-lingual teacher on the latest list being the first to be excessed.

Rule 5. Bi-lingual teachers in excess in a school unit or district office under the jurisdiction of a community school board must be placed in vacancies within the district to the fullest degree possible. For school units, districts, or bureaus under the jurisdiction of the central Board, bi-lingual teachers in excess in a school or bureau must be placed in appropriate vacancies within the district or central office.

Rule 6. To minimize movement of personnel, excessed bi-lingual teachers shall be assigned within the district to appropriate openings or vacancies. If there are no openings or vacancies in the district, the bi-lingual teacher with the latest date of appointment in license shall be the first to be excessed from the district.

Rule 7. The central Board has the responsibility for placing bi-lingual teachers who are excessed from a school or community district office and cannot be accommodated by their own district, within budgetary limitations and if vacancies exist within the city. Where possible, the wishes of the bi-lingual teacher will be taken into account in his placement by the central Board. If no vacancy exists, Section C of this Article shall apply.

Rule 8. When a bi-lingual teacher position in central headquarters is abolished, the occupant of that position is excessed, and he shall be granted the same rights for placement as a bi-lingual teacher who is excessed from a community district.

Rule 9. A bi-lingual teacher who has been excessed to another school may request an opportunity to return to the school from which he was excessed if within a year a vacancy should occur in that school. Such a request will have priority over any other transfer or appointment to that vacancy.
B. Appointment to New Program, License or Title

Bi-lingual teachers who are displaced by the establishment of a new program, license or title shall be given an opportunity to present their qualifications and if found qualified shall be given preference for appointment to such new program, license or title.

C. Layoff

1. If a city-wide excess condition causes a lay-off of staff in any licensed position, applicable provisions of law will be followed to determine the staff member to be laid off, without fault and delinquency with the understanding that said member of staff is to be placed on a preferred list for reinstatement to his former position.

2. Employees on layoff who may be placed on a preferred list in another license other than the one in which they are laid off will be so placed.

3. The Board and the Union agree to jointly sponsor legislation to provide for retention in the system of pedagogical employees laid off in their licenses by providing for their employment in licenses held other than the one in which they are laid off on the basis of their system-wide seniority. The legislation shall provide that employees who are so placed in positions for which a lower salary is established shall be paid at the salary of the position in which they are serving while awaiting recall to their former positions from a preferred list.

ARTICLE ELEVEN
TRANSFERS

Requests by bi-lingual teachers for a transfer from one school to another school will be granted on the following basis:

1. Those eligible for transfer are regularly-appointed bi-lingual teachers with at least five years' service under regular appointment in the school from which the transfer is sought.

2. A list of vacancies existing as of May 15 to be filled by transfer will be made available as soon as possible in each elementary school where bi-lingual teachers are assigned. Bi-lingual teachers on the transfer list who have not been selected for transfer to vacancies existing as of May 15 shall be notified of vacancies occurring between May 15 and June 10 as they become known. Transfers shall be made effective as of the opening of school in September.

A vacancy not previously available for transfer which is
filled by an administrative transfer shall be listed for transfer on the May 15 following the administrative transfer and if the vacancy is then filled by a bi-lingual teacher from the transfer list the administrative transferee shall be exces-
sed from that school regardless of his city-wide seniority. The above shall not apply to the following administrative transfers:

a. A transfer following a "U" rating of the bi-lingual teacher made with his consent.

b. A transfer to staff a new school within the number of administrative transfers allowable under existing regulations.

3. Bi-lingual teachers desiring transfer shall file with the Division of Personnel a request for transfer, specifying up to three choices of schools appearing on the list of vacancies in order of preference.

4. Each year, the number of bi-lingual teachers who will be permitted to transfer shall be equal to five percent of the bi-lingual teachers on regular appointment.

5. Transfers will be granted on the basis of seniority to eligible bi-lingual teachers whose requests are on file. For this purpose, seniority is defined as length of continuous service in the school from which the transfer is sought, including continuous regular substitute service in the school immediately preceding regular appointment. In cases of equal seniority, preference shall be given on the basis of standing on the eligible list for appointment for bi-lingual teachers appearing on the same list, and for bi-lingual teachers appearing on different lists, on the basis of the list having the earliest date.

6. An applicant for transfer whose request is not granted shall, upon request to the Division of Personnel, be given the reasons for not having been selected.

7. Transfers on grounds of hardship shall be allowed independent of the plan. Transfers of bi-lingual teachers after three years of service on regular appointment may be made on grounds of hardship on the basis of the circumstances of each particular case, except that travel time by public transportation of more than one hour and 30 minutes each way between a bi-lingual teacher's home and school shall be deemed to constitute "hardship" entitling the applicant to a transfer to a school to be designated by the Division of Personnel which shall be within one hour and 30 minutes travel time by public transportation from the bi-lingual teacher's home.
ARTICLE TWELVE
UNION ACTIVITIES, PRIVILEGES
AND RESPONSIBILITIES

A. Restriction on Union Activities

No bi-lingual teacher shall engage in Union activities dur­
ing the time he is assigned to duty. Members of the Chapter's
negotiating committee and its special consultants shall, upon
proper application, be excused without loss of pay for work­
ing time spent in negotiations with the Board or its represen­
tatives.

B. Time for Chapter Chairman

The Chapter chairman shall be allowed one-half (½) day
per week for investigation of grievances and for other ap­
propriate activities relating to the administration of the
agreement and to the duties of his office.

C. Exclusive Check-Off

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.

The Board will honor individual written authorizations for
the deduction of Union dues in accordance with their terms,
including authorizations stating that they are irrevocable un­
til the following June 30 and automatically renewable for
another year unless written notice is given to the Board
between June 15 and June 30.

The Board and the Union will send a joint notice to all
employees whose current authorizations are on file inform­
ing them that the authorizations will be understood to be ir­
revocable and automatically renewable as stated above un­
less notice is given to the Board within 45 days thereafter.

D. Consultation Meetings

The Chapter and the Director of Intergroup Education or
other appropriate representatives of the Office of Intergroup
Education will consult monthly on matters of policy involv­
ing the professional interest of bi-lingual teachers and on ap­
propriate questions arising under the agreement.

E. Bulletin Boards

A bulletin board shall be provided at an accessible place in
the bureau office for the use of the Chapter for purposes of
posting material dealing with proper and legitimate Union
business.

F. Information to the Chapter

a. Lists of vacancies and any lists which may be es-
established by the community school district or by the central board showing seniority of bi-lingual teachers for purposes of implementing provisions of this agreement shall be made available to the Chapter. In individual cases specific information as to seniority will be made available to the Chapter upon request.

b. Copies of all official Intergroup Education Unit circulars and directives shall be sent to the Chapter.

ARTICLE THIRTEEN
MATTERS NOT COVERED

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

The Board will continue its present policy with respect to sick leave, sabbatical leaves, vacations and holidays except insofar as change is commanded by law.

All existing determinations, authorizations, by-laws, regulations, rules, rulings, resolutions, certifications, orders, directives, and other actions, made, issued or entered into by the Board of Education governing or affecting salary and working conditions of the employees in the bargaining unit shall continue in force during the term of this agreement, except insofar as change is commanded by law.

ARTICLE FOURTEEN
DUE PROCESS AND REVIEW PROCEDURES

A. Bi-lingual Teacher Files

Official bi-lingual teacher files in a school shall be maintained under the following circumstances:

1. No material derogatory to a bi-lingual teacher’s conduct, service, character or personality shall be placed in the files unless the bi-lingual teacher has had an opportunity to read the material. The bi-lingual teacher shall acknowledge that he has read such material by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its content. However, an incident which has not been reduced to writing within three months of its occurrence, exclusive of the summer vacation period, may not later be added to the file.

2. The bi-lingual teacher shall have the right to answer any material filed and his answer shall be attached to the file copy.

3. Upon appropriate request by the bi-lingual teacher, he
shall be permitted to examine his files.

4. The bi-lingual teacher shall be permitted to reproduce any material in his files.

5. Material will be removed from the files when a bi-lingual teacher's claim that it is inaccurate or unfair is sustained.

B. Summons

1. A bi-lingual teacher summoned by the principal to a conference which may lead to disciplinary action for reasons of misconduct may be accompanied, at his option, by the chapter chairman or his designated alternate.

2. Bi-lingual teachers summoned to the office of a community or assistant superintendent or to the Division of Personnel shall be given two days notice and a statement of the reason for the summons, except where an emergency is present or where considerations of confidentiality are involved.

Whenever an employee is summoned for an interview for the record which may lead to disciplinary action, he shall be entitled to be accompanied by a representative who is employed by the city school system, or by an employee of the Union who is not a lawyer, and he shall be informed of this right. However, where the community or assistant superintendent or the Division of Personnel permits an attorney who is not a member of the city school system to represent any participant in the interview, the employee shall be entitled to be represented by an attorney. An interview which is not held in accordance with these conditions shall not be considered a part of the employee's personnel file or record and neither the fact of the interview nor any statements made at the interview may be used in any subsequent Board proceeding involving the employee. It is understood that informal conferences, such as those between a community or assistant superintendent and a bi-lingual teacher, or the Division of Personnel and a bi-lingual teacher, for professional improvement, may be conducted off the record and shall not be included in the employee's personnel file or record.

C. Notice of Discharge

Regular substitute bi-lingual teachers are to be given ten (10) school days notice of discharge, except in cases of emergency.

D. Discontinuance of Probationary Service

1. Regular substitute bi-lingual teachers and bi-lingual teachers on probation, except as provided in subparagraph 2 below, shall be entitled to the review procedures before the
Chancellor as prescribed in Section 105a of the by-laws of the Board of Education.

By-law 105(a) procedures for the review of a recommendation by a superintendent for discontinuance of probationary service shall be modified to provide for the following:

a. The 105(a) committee shall be a tripartite committee of professional educators, one selected by the employee, one by the Board and a third selected by the other two from a list agreed upon by the Board and the Union.

b. The committee will make an advisory recommendation to the community school board or the Chancellor for central programs within 20 days after the hearing.

c. The costs of the employee's representative shall be paid by the employee. The costs of the Board's representative shall be paid by the Board. The costs of the mutually selected member of the committee shall be shared by the Board and the employee.

2. Bi-lingual teachers on probation who have completed at least three years of service on regular appointment in the school shall be entitled, with respect to the discontinuance of their probationary service, to the same review procedures as are established for the tenured teaching staff under Section 2590 j 7 of the Education Law.

E. Suspension

Any bi-lingual teacher who is suspended pending hearing and determination of charges shall receive full compensation pending such determination and imposition of any penalty.

F. Trial Examiner Panel

Before designating the panel of trial examiners to be maintained by the Chancellor pursuant to Section 2590 j 7 (f) of the Education Law, the Chancellor will afford the Union and the Community School Boards an opportunity to challenge any proposed designee and the persons challenged shall not be designated. Members of the panel will serve in rotation.

G. Medical Review Procedures

1. Requests for Medical Examination

The report of the immediate supervisor requesting examination of a bi-lingual teacher pursuant to Education Law Section 2568 shall be made in duplicate. A copy of the report shall be forwarded to the bi-lingual teacher.

2. Injury in the Line of Duty

In order to provide for an expeditious handling of injury in the line of duty claims, the following is provided:
Art. 14 G 3 C (4)

a. Within five school days of a claim of injury in the line of duty requiring an employee to be absent, the superintendent shall make a determination as to whether the accident occurred in the line of duty.

b. Where the employee is in a non-pay status pending a determination by the Medical Bureau of the duration of absence attributable to injury in the line of duty, the Medical Bureau will make its determination within ten days of the employee’s submitting himself for the required physical examination.

3. Medical Report and Review

a. The report of the Medical Division on a bi-lingual teacher who was called for medical examination shall, upon written request of the teacher, be sent to the teacher’s physician within 25 days after the examination.

b. Upon the employee’s request to the Medical Division, his physician shall have the right to examine his medical file.

c. A regular bi-lingual teacher shall have the right to an independent evaluation by a medical arbitrator selected from a panel of doctors to be selected by mutual agreement of the Board and the Union in conjunction with the New York Academy of Medicine if the finding of the Medical Bureau to the Chancellor has resulted in:

(1) Placement of the employee on a leave of absence without pay for more than one month; or
(2) Termination of the employee’s services; or
(3) A recommendation for disability retirement; or
(4) A denial of a leave with or without pay for more than one month.

A request for an independent evaluation of the finding of the Medical Division shall be submitted in writing by the employee to the Division of Personnel within 10 school days of receipt of notice from the Division of Personnel that he has been placed on leave of absence without pay for more than one month, or that his services have been terminated, or that he has been recommended for disability retirement, or that he has been denied a leave with or without pay for more than one month.

The medical arbitrator shall examine the employee and consult with the employee’s physician and the Board’s physician. The arbitrator’s decision shall be rendered within 10 days after he has examined the employee, and if made within his authority under this agreement shall be accepted as final and binding by the Board and the employee.

The fee of the medical arbitrator shall be shared equally by the Board and the employee.

B-33
ARTICLE FIFTEEN
GRIEVANCE PROCEDURE

It is the declared objective of the parties to encourage the prompt and informal resolution of employee complaints as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints.

A. Definition

A "grievance" shall mean a complaint by an employee in the bargaining unit (1) that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of this agreement or (2) that he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees, except that the term "grievance" shall not apply to any matter as to which (1) a method of review is prescribed by law, or by any rule or regulation of the State Commissioner of Education having the force and effect of law, or by any by-law of the Board of Education or (2) the Board of Education is without authority to act.

As used in this article, the term "employee" shall mean also a group of employees having the same grievance.

B. Adjustment of Grievances

Grievances of employees within the bargaining unit shall be presented and adjusted in the following manner:

1. General Procedures

a. School Level (Step 1)

Any employee within the bargaining unit may, either orally or in writing, present a grievance to the head of the school within a reasonable time not to exceed three months after the employee has knowledge of the act or condition complained of, except that a grievance arising under Article Fourteen A shall be presented within a reasonable time after the employee has knowledge of the material in the file.

The employee and the head of the school shall confer on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, the employee may appear personally or he may be represented by a Union representative or by any bi-lingual teacher of his choice; but where the employee is represented he must be present. The Union representative shall be the chapter chairman or his alternate in the school, or where there is no Union member in the school, any other designated Union
Whenever a grievance presented to the head of the school by the employee personally or through a personal representative would involve the application or interpretation of the terms of this agreement, or would affect the working conditions or welfare of the employees in the bargaining unit, he shall give the chapter chairman or his alternate in the school the opportunity to be present and state the views of the Union, except that, where there is no Union member in the school, the Union may be represented by any other designated Union representative.

The head of the school shall communicate his decision to the aggrieved employee and to his representative and to any Union representative who participated in this step within five school days after receiving the complaint. Where the grievance has been presented in writing, the decision shall be in writing.

b. District Level (Step 2)

If the grievance is not resolved at Step 1, the aggrieved employee may appeal to the community or assistant superintendent within three school days after he has received the decision of the head of the school. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based. It shall also state the name of the employee's representative, if any.

The community or assistant superintendent or his designee shall meet and confer with the aggrieved employee on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. The aggrieved employee and his representative, if any, shall be given at least two school days notice of the conference and an opportunity to participate. The employee may appear alone or he may be represented by the Union or by a bi-lingual teacher of his choice. The Union representative may be the representative at Step 1, or a representative designated by the grievance department of the United Federation of Teachers, with which the Chapter is affiliated, or both. The employee shall be present at the conference, except that he need not attend where it is mutually agreed that no facts are in dispute and that the sole question before the community or assistant superintendent is one of interpretation of a provision of this agreement, or of what is established policy or practice.

Notice of the conference shall also be given to the head of the school who rendered the decision at Step 1. The head of the school may be present at the conference and state his
views.

Where the employee is not represented by the Union at this step, the community or assistant superintendent shall furnish the Union with a copy of the appeal from Step 1, together with notice of the date of the conference. In such cases, the Union may be present and state its views whenever the decision on the grievance would involve the application or interpretation of the terms of this agreement, or would affect the working conditions or welfare of the employees in the bargaining unit.

The community or assistant superintendent shall communicate his decision in writing, together with the supporting reasons, to the aggrieved employee and his representative, and to any Union representative who participated in this step, within ten school days after receiving the appeal.

The head of the school who rendered the decision at Step 1 shall also receive a copy of the decision at this step. The Union shall receive a copy of any decision at this step.

c. Chancellor (Step 3)

If the grievance is not resolved at Step 2, the aggrieved employee may appeal from the decision at Step 2 to the Chancellor, addressed to the attention of the Executive Director, Office of Labor Relations and Collective Bargaining within 10 school days after the decision of the community or assistant superintendent has been mailed. The appeal shall be in writing, shall set forth specifically the reasons for the appeal, and shall be accompanied by a copy of the appeal and the decision at Step 2. It shall also state the name of the employee's representative, if any.

The Chancellor or his designated representative shall meet and confer with the aggrieved employee with a view to arriving at a mutually satisfactory resolution of the complaint. The aggrieved employee and his representative shall be given at least two school days notice of the conference and an opportunity to be heard. The employee may appear alone or he may be represented by the Union or by a bi-lingual teacher of his choice. The Union representative may be the representative at Step 1, or the representative at Step 2, or both.

Notice of the conference shall also be given to the head of the school and to the community or assistant superintendent. The head of the school and the community or assistant superintendent may be present at the conference and state their views.
When the employee is not represented by the Union at this step, the Chancellor shall furnish the Union with a copy of the appeal from Step 2 together with notice of the date of the conference. In such cases, the Union may be present and state its views whenever the decision on the grievance would involve the application or interpretation of the terms of this agreement, or would affect the working conditions or welfare of the employees in the bargaining unit.

The Chancellor shall communicate his decision in writing, together with the supporting reasons, to the aggrieved employee and his representative, and to any Union representative who participated in this step, within 15 school days after receiving the appeal.

The head of the school and the community or assistant superintendent shall also receive a copy of the decision at this step. The Union shall receive a copy of any decision at this step.

2. Special Procedures for Grievances Relating to Salary and Leave Matters

Any grievance relating to salary and leave matters shall be filed directly with the Executive Director of Personnel. In such cases, the provisions of the general procedures relating to Step 2 shall apply to the presentation and adjustment of the grievance at the level of the Executive Director, except that (1) the grievance shall be filed within a reasonable time not to exceed three months after the employee has knowledge of the act or condition which is the basis of the complaint and (2) the employee need not be present at any conference. The Executive Director shall render a decision on behalf of the Chancellor and such decision shall be considered a decision at the level of the Chancellor under this Article.

3. Priority Handling of Grievances

The Board and the Union will consult periodically on the priority of handling grievances pending at Step 3 with a view to expediting the processing of grievances which require prompt disposition.

4. Initiation or Appeal of Special Types of Grievances or Complaints

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

b. Where a substantial number of employees in more than one district have a complaint arising from the action of authority other than the head of a school, the Chapter, upon their request, may initiate a group grievance in their behalf.

c. The Chapter has the right to initiate or appeal a grievance involving alleged violation of the agreement. Such grievance shall be initiated with the appropriate community or assistant superintendent or, where appropriate, with the Chancellor.

5. Appearance and Representation

a. 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 Board of Education working hours, all persons who participate shall be excused without loss of pay for that purpose.

b. No officer or executive board member, delegate representative, or agent of a minority organization shall represent the aggrieved employee at any step in the grievance procedure. An agent shall include any person who, acting in an official capacity for a minority organization, regularly performs for that organization such acts as: distributing literature, collecting dues, circulating petitions, soliciting membership, or serving as a spokesman at bilingual teachers’ conferences. An agent shall not include any person who performs such duties occasionally or without any official designation by the minority organization involved. A minority organization shall mean any organization, other than the Union, which exists or acts for the purpose of dealing with the head of the school or any Board official for the improvement of working conditions, or the handling of grievances, of employees in the bargaining unit.

6. Time Limits

a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

b. The time limits specified in any step of this procedure
may be extended, in any specific instance, by mutual agreement.

C. Arbitration

A grievance dispute which was not resolved at the level of the Chancellor under the grievance procedure may be submitted by the aggrieved employee or, in the circumstances specified in Section 4(c) above, by the Chapter, to an arbitrator for decision if it involves the application or interpretation of this agreement. A grievance dispute arising under any term of this agreement involving Board policy or discretion may be submitted to arbitration for the sole purpose of determining whether the Board's policy was disregarded or applied in so discriminatory, arbitrary or capricious a manner as to constitute an abuse of discretion.

A grievance may not be submitted to an arbitrator unless a decision has been rendered by the Chancellor under the grievance procedure, except in cases where, upon expiration of the 15-day time limit for decision, the aggrieved employee or the Union filed notice with the Chancellor of intention to submit the grievance to arbitration and no decision was issued by the Chancellor within five school days after receipt of such notice.

The employee may proceed personally or through the Union or any other representative of his choice, except that he may not be represented by any person or minority organization as specified in Section B5b, above, of the grievance procedure. Where the employee is not represented by the Union, the Chapter may submit its views to the arbitrator.

The proceeding may be initiated by filing with the Board a notice of arbitration. The notice shall be filed within 10 school days after receipt of the decision of the Chancellor under the grievance procedure or, where no decision has been issued in the circumstance described above, three days following the expiration of the five school day period provided above. The notice shall include a brief statement setting forth precisely the issue to be decided by the arbitrator and the specific provision of the agreement involved.

A panel of five arbitrators shall be designated by mutual agreement of the parties to serve for any case or cases submitted to them in accordance with their availability to promptly hear and determine the case or cases submitted.

The parties agree to enter into a stipulation of facts whenever possible in advance of the hearing.

Transcripts of the proceedings will be waived except in
unusual cases and by agreement of the parties. If transcripts are used, they shall be supplied overnight to the arbitrator.

Post-hearing briefs will not be filed except in unusual cases upon agreement of the parties to submit them.

The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding insofar as they relate to the hearings and fees and expenses.

The arbitrator shall issue his decision not later than 30 days from the date of the closing of the hearings or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this agreement and he 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 he may decide in a particular case that Board policy was disregarded or that its attempted application under any 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.

The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this agreement, will be accepted as final by the parties to the dispute and both will abide by it.

The arbitrator may fashion an appropriate remedy where he finds a violation of this agreement. To the extent permitted by law, an appropriate remedy may include back pay. The arbitrator shall have no authority to grant a money award as a penalty for a violation of this agreement except as a penalty is expressly provided for in this agreement.

The arbitrator's fee will be shared equally by the parties to the dispute.

The Board agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance and the Union agrees that it will not bring or continue, and that it will not represent any employee in, any
grievance which is substantially similar to a grievance denied by the decision of an arbitrator.

D. General Provisions as to Grievances and Arbitration

1. The filing or pendency of any grievance under the provisions of this article shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of, subject, however, to the final decision on the grievance.

2. Nothing contained in this article or elsewhere in this agreement shall be construed to permit the Union to present or process a grievance not involving the application or interpretation of the terms of this agreement in behalf of any employee without his consent.

3. Nothing contained in this article or elsewhere in this agreement shall be construed to prevent any individual employee from presenting and processing a grievance through the procedures provided in this article.

4. Nothing contained in this article or elsewhere in this agreement shall be construed to deny to any employee his rights under Section 15 of the New York Civil Rights Law or under the State Education Law or under applicable Civil Service Laws and Regulations.

ARTICLE SIXTEEN
SPECIAL COMPLAINTS

It is the declared objective of the parties to encourage the prompt and informal resolution of special complaints not covered by the grievance procedure and to dispose of such complaints as they arise and to provide recourse to orderly procedures for their adjustment.

A. Definition

A "special complaint" is a complaint by an employee in the bargaining unit that persons or groups are engaging in a course of harassing conduct, or in acts of intimidation, which are being directed against him in the course of his employment and that the school principal or community or assistant superintendent has not afforded the employee adequate relief against such course of conduct or acts of intimidation.

B. Filing and Priority Handling

A special complaint shall be promptly filed with the Chancellor by the affected employee or, upon his request, by the Union. Such complaint shall receive expedited handling pursuant to this article.
C. Joint Investigation and Informal Resolution

Within twenty-four (24) hours after the special complaint is filed with the Chancellor, a joint investigating committee consisting of one representative designated by the Chancellor and one representative designated by the Union shall investigate the complaint at the school level to ascertain the facts and bring about a prompt resolution of the problem without resort to formal procedures. In the course of its investigation, the joint committee shall confer with the principal of the school, the community or assistant superintendent and other persons involved in the controversy.

D. Administrative Hearing and Continued Attempt at Informal Resolution

If the complaint is not resolved by the joint investigating committee to the satisfaction of the affected employee, he may request a hearing before the Chancellor. Within forty-eight (48) hours after receipt of the request for hearing, the Chancellor, or a representative designated by him, shall hold a hearing at which the joint investigating committee shall report its findings and all persons involved, including the affected employee, shall have an opportunity to be heard. The complaining employee may represent himself at the hearing or, upon request, may be represented by the Union or by a person of his own choosing other than an attorney.

At the hearing the Chancellor or his representative shall make every effort to resolve the complaint informally and all persons involved shall cooperate toward this end.

E. Decision of the Chancellor

Within seventy-two (72) hours following the close of the hearing, the Chancellor shall notify all parties of his decision and the manner in which it shall be effectuated.

F. Fact Finding and Recommendations

If the complaint is not resolved by the Chancellor the affected employee, or the Union upon his request, may submit it for hearing and fact finding before an arbitrator selected in accordance with Article 15(C) of this agreement. The submission shall be made within ten (10) school days after the issuance of the Chancellor’s decision.

The voluntary labor rules of the American Arbitration Association shall apply to the proceeding in so far as they relate to the hearing, fees and expenses.

The fact finder shall render findings not later than seventy-two (72) hours from the date of the close of the hearings or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the fact finder. The findings of fact shall be in writing. The fact finder
shall limit his findings strictly to the question whether the employee's complaint has been substantiated by the evidence. If the fact finder finds the complaint to be substantiated and unremedied, he shall recommend an appropriate remedy.

The fact finder shall not interpret or apply the provisions of this agreement or exercise any of the other functions specified in Article 15 of this contract, nor shall he exercise any of the powers conferred upon trial examiners pursuant to Section 2590 j 7 (f) of the Education Law.

G. Board Consideration

Within ten (10) days after receipt of the fact finder's report, the Board shall make a determination.

ARTICLE SEVENTEEN
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.

ARTICLE EIGHTEEN
NO-STRIKE PLEDGE

The Union and the Board recognize that strikes and other forms of work stoppages by bi-lingual teachers 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 NINETEEN
DEFINITIONS

1. Wherever the term "Board" is used in the agreement it shall mean the City Board, it being understood, nevertheless, that this contract is binding on all community school boards in accordance with Section 2590 of the Education Law.
2. Wherever the term "community school board" or "community board" is used in the agreement it shall mean the board of education of a community district.

ARTICLE TWENTY
NOTICE—LEGISLATIVE ACTION

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

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

ARTICLE TWENTY-ONE
COPY OF AGREEMENT

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

ARTICLE TWENTY-TWO
DURATION

This agreement and each of its provisions shall be effective as of September 9, 1975, and shall continue in full force and effect until September 9, 1977.

Negotiations for a subsequent agreement will commence no sooner than October 15, 1976, for budgetary items and no sooner than March 15, 1977, for all other items, upon request of either party filed two weeks before each of these dates.

Dated: Brooklyn, New York, 1975

ISAIAH E. ROBINSON, JR.
President
The Board of Education
of the
City School District
of the
City of New York

HILDA TORRES
Chairman
BTSCR Chapter,
United Federation of Teachers, Local 2
American Federation of Teachers, AFL-CIO

B-44
INDEX

A

Absences
annual check-up and lab tests B-23  9 A 8
children's diseases B-22  9 A 11
during negotiations B-29  12 A
grievance conference attendance B-38  15 B 5 a
illness after 9/1/67 B-22  9 A 15
leaves without pay B-24  9 C 1
military leaves B-20  9 A 3
military leaves, continuity of service B-24  9 D 2
personal business B-21  9 A 9
prior to resignation B-22  9 A 16
refunds B-21  9 A 9
reserves, cumulative B-22  9 A 16
Selective Service examination B-24  9 D 1
self-treated regular B-21  9 A 9
self-treated, regular substitute B-21  9 A 10
Activities of Union Restricted B-29  12 A
Agreements, Copy of  B-44  21
Agreement fund B-16  4 B
Appointment to New Program, License B-27  10 B
or Title
Arbitration (See also Grievance Procedure) B-39  15 C
grievances under Agreement B-39  15 C
"Special Complaints" B-42  16 F
Articles of Agreement (See Table of Contents) B-19  8 A
Assault Cases, assistance in assignments B-18  7 A
Assignments
Bi-lingual Teachers  B-17  5 B
Bi-lingual Teachers during first 15 days B-18  7 A 1
Bi-lingual Teacher Files B-18  6 B
not more than one school
outside school or prescribed working hours
Auxiliary Teacher — Title replaced by B-1 1
Bi-Lingual Teacher in School and
Community Relations
B- 1

B

Bargaining Agent B- 2  1
Bargaining, Headquarters Level Only B- 1  1
Bargaining Unit B- 2  1
"Board", defined B-43  19
Bi-lingual Teacher Files B-30  14 A
Borrowed Sick Leave B-21  9 A 7
Bulletin Boards B-29  12 E

C

Chapter Chairman, Time for B-29  12 B
Check-Off B-29  12 C
City-Wide Excess B-27  10 C 1
COLA B- 8, 9  3 B
"Community School Board," defined B-44  19 2
Conformity to Law-Saving Clause B-43  17
Conferences B-18  6 D
Consultation Meetings B-29  12 D
Continuity of Service B-25  9 G
Copy of Agreement B-44  21
Cost of Living Adjustment B- 8, 9  3 B

B-45
<table>
<thead>
<tr>
<th>Differentials (See also Salary Differentials)</th>
<th>PAGE</th>
<th>ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Definitions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bargaining Unit</td>
<td>B-2</td>
<td>1</td>
</tr>
<tr>
<td>&quot;Board&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>&quot;Community School Board&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>grievance</td>
<td>B-34</td>
<td>15 A</td>
</tr>
<tr>
<td>intermediate differential</td>
<td>B-8</td>
<td>3 A 6</td>
</tr>
<tr>
<td>promotional differential</td>
<td>B-5</td>
<td>3 A 4</td>
</tr>
<tr>
<td>seniority, excessing</td>
<td>B-25</td>
<td>10 A</td>
</tr>
<tr>
<td>seniority, transfers</td>
<td>B-128</td>
<td>11 5</td>
</tr>
<tr>
<td>Discharge. Regular Substitute</td>
<td>B-32,33</td>
<td>14 C, D 1</td>
</tr>
<tr>
<td>Discrimination</td>
<td>B-2</td>
<td>2</td>
</tr>
<tr>
<td>Due Process</td>
<td>B-30</td>
<td>14</td>
</tr>
<tr>
<td>Duration of Agreement</td>
<td>B-44</td>
<td>22</td>
</tr>
<tr>
<td>Duty Free Lunch Period</td>
<td>B-19</td>
<td>6 C</td>
</tr>
</tbody>
</table>

| Escort on Field Visits                       | B-18 | 7 B  |
| Estate, Death Benefits                       | B-15 | 4 A 5, 8 |
| termination pay                              | B-22 | 9 A 14|
| vacation pay service credit                  | B-11 | 3 E 2 a|
| Exceeding Rules                              | B-25 | 10 A  |
| appointment date determined                  | B-25,26| 10 A Rules 2, 3, 4|
| assigned to leave without pay                | B-26 | 10 A Rule 6|
| assigned within district                     | B-26 | 10 A Rule 5|
| city-wide excess                             | B-27 | 10 C 1 |
| employees not accommodated within district   | B-26 | 10 A Rule 7|
| headquarters' position abolished             | B-26 | 10 A Rule 8|
| return to own school                         | B-26 | 10 A Rule 9|
| seniority, city-wide                         | B-25,26| 10 A  |

| Fact Finder — Special Complaints            | B-42,43| 16 F |
| Fair Practices                              | B-2  | 2    |
| Field Visits, Escort Requests               | B-18 | 7 B  |
| grievance under                             | B-18 | 7 B  |

| Grievance Procedure                         | B-34 | 15   |
| appeals, arbitration                        | B-39 | 15 C |
| appeals, second step                        | B-35 | 15 B 1 b|
| appeals, third step                         | B-36 | 15 B 1 c|
| arbitration, condition of                   | B-39 | 15 C |
| arbitration, decision applied similarly      | B-39 | 15 C |
| decision binding                            | B-39 | 15 C |
| arbitration, initiation of                  | B-39 | 15 C |
| arbitration, limits on decision             | B-39 | 15 C |
| arbitration, panel                          | B-39 | 15 C |
| remedy                                      | B-39 | 15 C |
| policy applied, discriminatorily or          |     |      |
| arbitrarily                                  | B-39 | 15 C |
| chapter chairman                            | B-34 | 15 B 1 a|
| conference, step 1                          | B-34 | 15 B 1 a|
| conference, step 2                          | B-38 | 15 B 1 b|
| conference, step 3                          | B-36 | 15 B 1 c|
| conference, time and place                  | B-38 | 15 B 5 a|
| definition                                  | B-39 | 15 A  |
| excuse with pay                             | B-39 | 15 B 5 a|
| grievance dispute over Board policy          | B-39 | 15 C |
| hearings, arbitration                       | B-39 | 15 C |

B-46
<table>
<thead>
<tr>
<th>Item</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>initiation or appeal of special types</td>
<td>B-37</td>
</tr>
<tr>
<td>leave matters</td>
<td>B-37</td>
</tr>
<tr>
<td>limitations on arbitration</td>
<td>B-39</td>
</tr>
<tr>
<td>presented orally or in writing Step 1</td>
<td>B-34</td>
</tr>
<tr>
<td>priority handling</td>
<td>B-37</td>
</tr>
<tr>
<td>representation, arbitration</td>
<td>B-39</td>
</tr>
<tr>
<td>representation by minority organization</td>
<td>B-38</td>
</tr>
<tr>
<td>representation, step 1</td>
<td>B-34</td>
</tr>
<tr>
<td>representation, step 2</td>
<td>B-35</td>
</tr>
<tr>
<td>representation, step 3</td>
<td>B-36</td>
</tr>
<tr>
<td>salary matters</td>
<td>B-37</td>
</tr>
<tr>
<td>special types</td>
<td>B-37</td>
</tr>
<tr>
<td>step 1 — School Level</td>
<td>B-34</td>
</tr>
<tr>
<td>step 2 — District Level</td>
<td>B-35</td>
</tr>
<tr>
<td>step 3 — Chancellor</td>
<td>B-36</td>
</tr>
<tr>
<td>time limits, arbitration</td>
<td>B-39</td>
</tr>
<tr>
<td>time limits, extension of</td>
<td>B-38</td>
</tr>
<tr>
<td>time limits, failure to meet</td>
<td>B-38</td>
</tr>
<tr>
<td>time limits for filing arbitration</td>
<td>B-39</td>
</tr>
<tr>
<td>time limit for filing, step 1</td>
<td>B-34</td>
</tr>
<tr>
<td>time limit for filing, step 2</td>
<td>B-35</td>
</tr>
<tr>
<td>time limit for filing, step 3</td>
<td>B-36</td>
</tr>
<tr>
<td>time limit for step 1 decision</td>
<td>B-34</td>
</tr>
<tr>
<td>time limit for step 2 decision</td>
<td>B-35</td>
</tr>
<tr>
<td>time limit for step 3 decision</td>
<td>B-36</td>
</tr>
<tr>
<td>union initiation of grievance</td>
<td>B-37</td>
</tr>
<tr>
<td>Grievances, Field Visits</td>
<td>B-18</td>
</tr>
<tr>
<td>Grievances Not Covered Under Procedure</td>
<td>B-41</td>
</tr>
<tr>
<td>(See Special Complaints)</td>
<td></td>
</tr>
<tr>
<td>Hardship Transfers</td>
<td>B-28</td>
</tr>
<tr>
<td>Health Plans</td>
<td>B-11</td>
</tr>
<tr>
<td>Hospital Insurance</td>
<td>B-11</td>
</tr>
<tr>
<td>Increments</td>
<td>B-6</td>
</tr>
<tr>
<td>Individual Employee Rights</td>
<td>B-2</td>
</tr>
<tr>
<td>Individual Employee Grievance Rights</td>
<td>B-41</td>
</tr>
<tr>
<td>Information to Chapter</td>
<td>B-29, 30</td>
</tr>
<tr>
<td>Intergroup Education Unit, Circulars and</td>
<td>B-30</td>
</tr>
<tr>
<td>Directives</td>
<td></td>
</tr>
<tr>
<td>Intergroup Education Unit, Vacancies In</td>
<td>B-18</td>
</tr>
<tr>
<td>Joint Investigation in Special Complaints</td>
<td>B-42</td>
</tr>
<tr>
<td>Retirement and Pension Plans</td>
<td>B-13</td>
</tr>
<tr>
<td>Jury Duty Payment</td>
<td>B-24</td>
</tr>
<tr>
<td>Lay-Off (See Excessing)</td>
<td></td>
</tr>
<tr>
<td>Leaves (See also Absence and Sick Leave)</td>
<td></td>
</tr>
<tr>
<td>denial of</td>
<td>B-24</td>
</tr>
<tr>
<td>exceeding</td>
<td>B-26</td>
</tr>
<tr>
<td>military</td>
<td>B-24</td>
</tr>
<tr>
<td>per diem service permitted</td>
<td>B-24</td>
</tr>
<tr>
<td>retirement credit recommended</td>
<td>B-24</td>
</tr>
<tr>
<td>sabbatical</td>
<td>B-22, 23</td>
</tr>
<tr>
<td>sick</td>
<td>B-20, 21</td>
</tr>
<tr>
<td>terminal</td>
<td>B-25</td>
</tr>
<tr>
<td>&quot;urgent needs&quot; of school</td>
<td>B-24</td>
</tr>
<tr>
<td>without pay</td>
<td>B-24</td>
</tr>
<tr>
<td>Licensure Regularized</td>
<td>B-16</td>
</tr>
</tbody>
</table>

B-47
<table>
<thead>
<tr>
<th>Lists of Vacancies</th>
<th>B-27</th>
<th>11,2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Longevity Increment</td>
<td>B-4</td>
<td>3 A 2</td>
</tr>
<tr>
<td>Loyalty Oath</td>
<td>B-3</td>
<td>2</td>
</tr>
</tbody>
</table>

**M**

| Maternity, Service during leave | B-24 | 9 C 2 |
| pro-rated pay                  | B-11  | 3 E 2 b |
| Matters Not Covered            | B-30 | 13    |
| all existing determinations continue | B-30 | 13    |
| continuation of present Board policy | B-30 | 13    |
| prior consultation on changes  | B-30 | 13    |
| Medical Examination Requests   | B-32 | 14 G 1|
| Medical Expenses Reimbursed    | B-12 | 3'G   |
| Medical Report and Review      | B-33 | 14 G 3|
| Military                      |      |       |
| credit for sick leave          | B-20 | 9 A 3 |
| pay for 30 days                | B-24 | 9 D 2 |
| service continuity             | B-25 | 9 G   |

**N**

| Negotiating Committee, Members Excused | B-29 | 12 A |
| Newly Appointed Salary Step           | B-9  | 3 C 2|
| No-Strike Pledge                      | B-43 | 18    |
| Notice — Legislative Action           | B-43 | 20    |

**O**

| Official Circulars and Directives of Intergroup Education Unit | B-30 | 12 F b |

**P**

| Pay Practices             | B-13 | 3 J   |
| Payment Twice a Month     | B-13 | 3 I   |
| Peace Corps               | B-25 | 9 G   |
| Pension and Retirement Program Affirmed | B-16 | 4 C   |
| Legislation Enacted in 1970 Legislature | B-13 | 4 A   |
| Age 55 — Revised Service Fraction Plan | B-14 | 4 A 2 b |
| benefits                  | B-14 | 4 A 2 b (2) |
| eligibility               | B-14 | 4 A 2 b (1) |
| rates of contribution     | B-14 | 4 A 2 b (3) |
| average salary — last year’s | B-13 | 4 A 1 |
| “Improved Pension Plan”    | B-13 | 4 A 2 a |
| benefits                  | B-13 | 4 A 2 a (2) |
| eligibility               | B-13 | 4 A 2 a (1) |
| members’ contributions    | B-14 | 4 A 2 a (3) |
| death benefits            | B-15, 16 | 4 A 8 |
| Death Gamble              | B-15 | 4 A 5 |
| disability, accidental    | B-15 | 4 A 7 |
| disability, ordinary      | B-15 | 4 A 6 |
| increased take-home pay   | B-14 | 4 A 3 |
| presumptive retirement (Death Gamble) | B-15 | 4 A 5 |
| vested retirement rights  | B-14 | 4 A 4 |
| Per Diem Service while on Leave | B-24 | 9 C 2 |
| Probationary Service, Review Procedures | B-31 | 14 D 1.2 |
| Property Damage, Loss to Personal | B-12 | 3 H b |
| Property, school or children’s | B-12 | 3 H a |
| Provisions of Agreement Requiring Legislative Action | B-44 | 20 |

**R**

| Regularized Licensure       | B-16 | 5 A   |
| all positions filled by regular licenses | B-17 | 5 A 1.2 |
| exceptions                 | B-17 | 5 A   |
| effective date 9/1/73       | B-17 | 5 A   |

B-48
<table>
<thead>
<tr>
<th>Item</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Re-employment after Resignation</td>
<td>B-17</td>
</tr>
<tr>
<td>Related Experience</td>
<td>B-10</td>
</tr>
<tr>
<td>Relief Time</td>
<td>B-17</td>
</tr>
<tr>
<td>Resignation Withdrawal</td>
<td>B-17</td>
</tr>
<tr>
<td>Restriction on Union Activities</td>
<td>B-29</td>
</tr>
<tr>
<td>Retirement Credit Recommended — Leaves</td>
<td>B-24</td>
</tr>
<tr>
<td>Review Procedures, Probationary</td>
<td>B-30, 31</td>
</tr>
</tbody>
</table>

### Sabbatical Leaves and Special Sabbatical Leaves

- **compensation — general**: B-22
- **compensation — special**: B-23
- **denial of**
  - **effective date 8/1/73**: B-22
  - **eligibility — general**: B-22
  - **eligibility — special**: B-23
  - **exceeds allowable number**: B-22
  - **length of — general**: B-22
  - **length of — special**: B-22
  - **seniority**: B-23
- **special (restoration of health)**: B-22, 23

### Salary Program

- **B-19, 20**: 8 B

### Salaries and Welfare Benefits

- **B- 3**: 3

### Salary Credit

- **newly appointed**: B-19
- **per diem substitute**: B- 9, 10
- **regular substitute**: B- 9
- **related experience**: B-10
- **to estate**: B-22

### Salary differentials

- **certain salary differentials application eligibility requirements**: B- 6, 8
- **intermediate**: B- 9
- **promotional**: B- 10

### Salary Increments

- **B- 6**: 3 A 5 a
- **B- 3**: 3 A 5 a

### School Safety Plan

- **B-19, 20**: 8 B

### Selective Service Examination

- **B-24**: 9 D 1

### Seniority

- **— Exceeding**: B-25
- **— Transfer**: B-28

### Sick Leave (See also Absence and Leaves)

- **absence, illness after 9/1/67**: B-22
- **absence prior to resignation annual check-up and lab tests**: B-21
- **borrowing additional**: B-21
- **cumulative reserves**: B-19
- **due to children’s diseases**: B-21
- **estate, termination pay**: B-22
- **grievance**: B-37
- **military**: B-20
- **per diem service**: B-22
- **refunds**: B-21
- **reinstated after retirement**: B-20
- **resumption of service as substitute**: B-20
- **substitute; service as regular terminated**: B-20
- **termination pay**: B-21
- **unused days**: B-21

B-49
<table>
<thead>
<tr>
<th>Item</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Complaints</td>
<td>B-41</td>
</tr>
<tr>
<td>administrative hearing</td>
<td>B-42</td>
</tr>
<tr>
<td>arbitrator — fact finder</td>
<td>B-42</td>
</tr>
<tr>
<td>defined</td>
<td>B-41</td>
</tr>
<tr>
<td>determination by Board</td>
<td>B-43</td>
</tr>
<tr>
<td>filing of</td>
<td>B-41</td>
</tr>
<tr>
<td>informal resolution</td>
<td>B-42</td>
</tr>
<tr>
<td>joint investigation</td>
<td>B-42</td>
</tr>
<tr>
<td>limitations on fact-finder</td>
<td>B-42</td>
</tr>
<tr>
<td>priority handling</td>
<td>B-41</td>
</tr>
<tr>
<td>time limits at each step</td>
<td>B-41</td>
</tr>
<tr>
<td>Substitutes</td>
<td>B-31</td>
</tr>
<tr>
<td>discharge, review</td>
<td>B- 9</td>
</tr>
<tr>
<td>per diem, salary credit</td>
<td>B-16</td>
</tr>
<tr>
<td>regularized licensure</td>
<td>B- 9</td>
</tr>
<tr>
<td>salary credit, regular substitute</td>
<td>B- 8</td>
</tr>
<tr>
<td>salary pay</td>
<td>B-30, 31</td>
</tr>
<tr>
<td>Summons — Review Discharge</td>
<td>B-12</td>
</tr>
<tr>
<td>Supplemental Benefits</td>
<td>B-32</td>
</tr>
<tr>
<td>Suspension, Pay During</td>
<td>B-32</td>
</tr>
<tr>
<td>Take-Home Pay Increased</td>
<td>B-14</td>
</tr>
<tr>
<td>Teacher Files</td>
<td>B-30</td>
</tr>
<tr>
<td>Termination Pay — Estate</td>
<td>B-22</td>
</tr>
<tr>
<td>Termination Pay on Resignation or Retirement</td>
<td>B-21, 22</td>
</tr>
<tr>
<td>Time for Chapter Chairman</td>
<td>B-29</td>
</tr>
<tr>
<td>Time Limits (See Grievance Procedure and Special Complaints)</td>
<td></td>
</tr>
<tr>
<td>Title Changed from Auxiliary Teacher</td>
<td>B- 1</td>
</tr>
<tr>
<td>Title in Bargaining Unit</td>
<td>B- 2</td>
</tr>
<tr>
<td>Transfers</td>
<td>B-27</td>
</tr>
<tr>
<td>choices</td>
<td>B-28</td>
</tr>
<tr>
<td>eligibility</td>
<td>B-27</td>
</tr>
<tr>
<td>filing</td>
<td>B-28</td>
</tr>
<tr>
<td>hardship</td>
<td>B-28</td>
</tr>
<tr>
<td>number permitted</td>
<td>B-28</td>
</tr>
<tr>
<td>reasons for denial</td>
<td>B-28</td>
</tr>
<tr>
<td>seniority</td>
<td>B-28</td>
</tr>
<tr>
<td>vacancy lists</td>
<td>B-27</td>
</tr>
<tr>
<td>Trial Examiner Panel</td>
<td>B-32</td>
</tr>
<tr>
<td>Union Activities, Restrictions on Recognition</td>
<td>B-29</td>
</tr>
<tr>
<td>Union Recognition</td>
<td>B- 2</td>
</tr>
<tr>
<td>Vacation Pay Credit</td>
<td>B-11</td>
</tr>
<tr>
<td>Vacancies Filled</td>
<td>B-18</td>
</tr>
<tr>
<td>VISTA</td>
<td>B-25</td>
</tr>
<tr>
<td>Welfare Benefits</td>
<td>B-11</td>
</tr>
<tr>
<td>Working Conditions (See Individual Items and Table of Contents)</td>
<td>B-50</td>
</tr>
</tbody>
</table>
AGREEMENT

between

THE BOARD OF EDUCATION

of the

City School District

of the

City of New York

and

GUIDANCE COUNSELORS CHAPTER

UNITED FEDERATION OF TEACHERS

Local 2, American Federation of Teachers, AFL-CIO

covering

DAY SCHOOL COUNSELORS
PER SESSION COUNSELORS
AND COUNSELORS ASSIGNED

September 9, 1975-September 9, 1977
# Table of Contents

| Article One — Union Recognition | C-2 |
| Article Two — Fair Practices   | C-3 |
| Article Three — Salaries and Benefits of Day School Counselors | C-3 |
| A. Salaries and Differentials | C-3 |
| 1. Salary Schedules | C-3 |
| 2. Longevity Increments | C-4 |
| 3. Salary Placement | C-5 |
| 4. Additional Compensation | C-5 |
| 5. Eligibility Requirements | C-5 |
| 6. Salary Re-Opener | C-6 |
| B. Cost-of-Living Adjustment | C-7 |
| C. Credit for In-Service Courses | C-7 |
| D. Vacation Pay | C-8 |
| 1. Summer Vacation Pay | C-8 |
| 2. Vacation Pay Credit and Service Credit | C-8 |
| E. Welfare Benefits | C-9 |
| 1. Choice of Health Plans | C-9 |
| 2. Supplemental Benefits | C-9 |
| F. Reimbursement for Medical Expenses | C-9 |
| G. Damage or Destruction of Property | C-9 |
| H. Semi-Monthly Salary Payment | C-10 |
| I. Pay Practices | C-10 |
| J. Reimbursement for Travel Expenses | C-10 |
| Article Four — Pension and Retirement Program | C-10 |
| A. Pension and Retirement Program Benefits | C-10 |
| 1. Last Year's Average Salary | C-10 |
| 2. New Pension Plan Benefits | C-11 |
|  a. Improved Pension Plan | C-11 |
|  (1) Retirement Eligibility | C-11 |
|  (2) Benefits | C-11 |
|  (3) Members' Contributions | C-11 |
|  b. Age 55 Revised Service Fraction Plan | C-11 |
| 3. Increased-Take-Home-Pay | C-12 |
| 4. Vested Retirement Rights | C-12 |
| 5. Presumptive Retirement (Death Gamble) | C-12 |
| 6. Ordinary Disability Retirement | C-12 |
| 7. Accidental Disability | C-12 |
| 8. Death Benefit | C-13 |
| B. Annuity Fund | C-13 |
| C. Support for Program | C-13 |
D. Board of Education Retirement System .................................................................................. C-13

Article Five — Licensure and Appointment ........................................................................... C-14
A. Regularized Licensure ......................................................................................................... C-14
B. Withdrawal of Resignation and Subsequent Re-Employment ........................................... C-14

Article Six — Hours .................................................................................................................. C-15
A. Hours of Work ..................................................................................................................... C-15
B. Activities Included in Working Time .................................................................................. C-15

Article Seven — Assignments .................................................................................................. C-15
A. Selection for Available Assignments .................................................................................. C-15
B. Limitation on Assignments ................................................................................................ C-15
C. Conferences with Teachers ................................................................................................ C-15

Article Eight — Safety ........................................................................................................... C-16
A. Assistance in Assault Cases ............................................................................................... C-16
B. School Safety Plan ............................................................................................................. C-16

Article Nine — Leaves ............................................................................................................ C-17
A. Cumulative Absence Reserves and Sick Leave ................................................................. C-17
B. Sabbatical Leaves ................................................................................................................ C-18
C. Leaves of Absence Without Pay ....................................................................................... C-20
   1. Purposes for Which Granted ......................................................................................... C-20
   2. Per Diem Service While on Leave ................................................................................ C-20
D. Military Service Pay .......................................................................................................... C-20
   1. Excuse for Selective Service Examination .................................................................... C-20
   2. Pay During Military Service ......................................................................................... C-21
E. Payments for Jury Duty ................................................................................................... C-21
F. Terminal Leave .................................................................................................................. C-21
G. Continuity of Service ........................................................................................................ C-21

Article Ten — Excessing and Layoff ....................................................................................... C-21
A. Excessing Rules .................................................................................................................. C-21
B. Appointment to New Program, License or Title ............................................................. C-23
C. Layoff ................................................................................................................................ C-23

Article Eleven — Transfers ..................................................................................................... C-23

Article Twelve — Union Activities, Privileges and Responsibilities ......................................... C-25
A. Restriction on Union Activities ........................................................................................ C-25
B. Time for Chapter Chairman ............................................................................................. C-25
C. Exclusive Check-Off .......................................................................................................... C-25
D. Consultation Meetings .................................................................................................... C-26
E. Information to the Chapter .............................................................................................. C-26
F. Official Circulars .............................................................................................................. C-26

Article Thirteen — Matters Not Covered ................................................................................ C-26
Article Fourteen — Due Process and Review Procedures

A. Counselor Files
B. Summons
C. Discontinuance of Probationary Service
D. Suspension
E. Trial Examiner Panel
F. Medical Review Procedures
   1. Requests for Medical Examination
   2. Injury in the Line of Duty
   3. Medical Report and Review

Article Fifteen — Grievance Procedure

A. Definition
B. Adjustment of Grievances
   1. General Procedure
   2. Procedures for Special Groups
   3. Special Procedures for Grievances Relating to Salary and Leave Matters
   4. Special Procedures for Grievances Arising Out of School Reorganization
   5. Priority Handling of Grievances
   6. Initiation or Appeal of Special Types of Grievances or Complaints
   7. Appearance and Representation
   8. Time Limits
C. Arbitration
D. General Provision as to Grievances and Arbitration

Article Sixteen — Special Complaints

A. Definition
B. Filing and Priority Handing
C. Joint Investigation and Informal Resolution
D. Administrative Hearing and Continued Attempt at Informal Resolution
E. Decision of the Chancellor
F. Fact Finding and Recommendations
G. Board Consideration

Article Seventeen — Rates of Pay and Working Conditions of Per Session Counselors

A. Rates of Pay
B. Working Conditions
   1. Sick Leave
<table>
<thead>
<tr>
<th>Article Number</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Retention</td>
<td>C-41</td>
</tr>
<tr>
<td>3</td>
<td>Appeals from Unsatisfactory Ratings</td>
<td>C-41</td>
</tr>
<tr>
<td>4</td>
<td>Preference for Positions</td>
<td>C-42</td>
</tr>
<tr>
<td>5</td>
<td>Counselor Files</td>
<td>C-42</td>
</tr>
<tr>
<td></td>
<td><strong>Article Eighteen — Counselors Assigned</strong></td>
<td>C-42</td>
</tr>
<tr>
<td>6</td>
<td>A. Benefits and Working Conditions</td>
<td>C-42</td>
</tr>
<tr>
<td>7</td>
<td>B. Assignment as a Counselor Assigned</td>
<td>C-43</td>
</tr>
<tr>
<td>8</td>
<td>C. Hours of Service</td>
<td>C-43</td>
</tr>
<tr>
<td>9</td>
<td>D. Work Year</td>
<td>C-43</td>
</tr>
<tr>
<td></td>
<td><strong>Article Nineteen — Conformity to Law</strong></td>
<td>C-43</td>
</tr>
<tr>
<td>10</td>
<td>Saving Clause</td>
<td>C-44</td>
</tr>
<tr>
<td>11</td>
<td><strong>Article Twenty — No-Strike Pledge</strong></td>
<td>C-44</td>
</tr>
<tr>
<td>12</td>
<td><strong>Article Twenty-One — Definitions</strong></td>
<td>C-44</td>
</tr>
<tr>
<td>13</td>
<td><strong>Article Twenty-Two — Notice</strong></td>
<td>C-44</td>
</tr>
<tr>
<td>14</td>
<td>Legislative Action</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td><strong>Article Twenty-Three — Copy of Agreement</strong></td>
<td>C-44</td>
</tr>
<tr>
<td>16</td>
<td><strong>Article Twenty-Four — Duration</strong></td>
<td>C-44</td>
</tr>
<tr>
<td></td>
<td><strong>c-iv</strong></td>
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</tr>
</tbody>
</table>
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 GUIDANCE COUNSELORS CHAPTER, UNITED FEDERATION OF TEACHERS, LOCAL 2, AMERICAN FEDERATION OF TEACHERS, AFL-CIO, (hereinafter referred to as the “Union” or the “Chapter”):

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, in a special referendum conducted among the professional educational personnel, over 70 per cent of those who participated favored collective bargaining as a way of conducting their relations with the Board; 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 Association of Guidance Counselors filed a request to be certified as the exclusive bargaining representative of all employees employed by the Board of Education in the titles of Educational and Vocational Counselor, Guidance Counselor and Teacher of Educational and Vocational Guidance and submitted petitions signed by more than 50 per cent of the employees in such titles authorizing the Association to act as their representative for purposes of collective bargaining with the Board, and the Superintendent determined the unit to be appropriate, and the Board issued a Certificate of Exclusive Bargaining Status on October 11, 1962; and

WHEREAS, the Association of Guidance Counselors became affiliated with the United Federation of Teachers, Local 2, American Federation of Teachers, AFL-CIO, as a functional chapter known as Guidance Counselors Chapter, United Federation of Teachers, Local 2, American Federation of Teachers, AFL-CIO, and the Union has shown by satisfactory evidence that it represents a majority of those employed as per session counselors, and of counselors assigned to central headquarters and district offices, and

WHEREAS, an agreement heretofore entered into by and between the parties on September 9, 1972 expired on
Art. 1

September 9, 1975; and

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

ARTICLE ONE
UNION RECOGNITION

The Board recognizes the Union as the exclusive bargain­
ing representative of all persons employed in the titles of Educational and Vocational Counselor and Guidance Counselor in the regular day school instructional program (hereinafter referred to as "day school counselors") of all counselors assigned to central headquarters or district offices and of all counselors employed in evening guidance centers, after-school guidance activities and in summer schools (hereinafter referred to as "per session counselors").

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 bargaining unit where they have a community of interest, 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 an existing bargaining unit as a result of the Board's redesignation of the title or category of employees in the unit.

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

Nothing contained herein shall be construed to prevent any Board official from meeting with any employee organization representing counselors 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 Chapter shall be in­formed of the meeting and, as to those matters, any changes or modifications shall be made only through negotiation with the Chapter.

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

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

ARTICLE TWO
FAIR PRACTICES

The Union agrees to maintain its eligibility to represent counselors 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.

The Board agrees that it will not require any employee to complete an oath or affirmation of loyalty unless such requirement is established by law.

The Board of Education agrees that, as a result of the strike and its related activities, it will not dismiss, demote, discipline, or otherwise act against any staff member because of his or her participation in said strike or related activities. Specifically excluded from the foregoing are any and all provisions of the Taylor Law (New York Civil Service Law, Section 200 et seq.), none of which are waived hereby.

Any records of court proceedings or other memoranda relating to job action or strike shall not be put in a staff member's permanent file, except as required by law.

ARTICLE THREE
SALARIES AND BENEFITS
OF DAY SCHOOL COUNSELORS

A. Salaries and Differentials

1. Salary Schedules

The salaries and differentials of day school counselors, and the eligibility requirements therefor, shall be as follows:
## SALARY SCHEDULE-VIh

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## SALARY SCHEDULE-VIh2

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<tr>
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All regularly appointed day school counselors will advance to the next step in the salary schedule on the anniversary date of their appointment and on March 1 of each year until they have advanced to the last step of the salary schedule.

2. Longevity Increments

Effective October 1, 1975 or on such October 1 thereafter as the requirements shall be met, additional compensation shall
be paid to those counselors eligible therefor pursuant to the conditions and at the rates set forth below. Such additional compensation shall be known as the "longevity increment" and the gross annual salary rates of counselors to whom said longevity increment is payable shall be computed by adding the sum provided per annum to the rates ascertained without consideration of said longevity increment. Longevity increments shall be payable as follows:

a. Appointed counselors with ten years of pedagogical service but less than 15 years in the New York City public school system as of October 1, 1975 or any subsequent October 1 shall have their gross annual salary rates computed by adding the sum of $750.00 per annum to the rates ascertained without consideration of such longevity increment.

b. Appointed counselors with 15 years of pedagogical service or more in the New York City public school system as of October 1, 1975 or any subsequent October 1 shall have their gross annual salary rates computed by adding the sum of $1500.00 per annum (inclusive of the longevity increment provided in paragraph 1 above) to the rates ascertained without consideration of such longevity increment.

3. Salary Placement

An appointee as a day school counselor who, immediately preceding such appointment, was a teacher on an annual salary under appointment by the Board of Education shall be placed in the counselors' salary schedule at the same salary step as he had been placed as a teacher.

4. Additional Compensation

Persons compensated hereunder who are assigned to full-time service in a school numbered 601, et seq., shall receive additional compensation at the rate of $600 per annum during the continuance of such assignment by the Board of Education, upon the recommendation of the Chancellor.

5. Eligibility Requirements

a. In any and all schedules herein set forth, advancement by increments to salary steps shall be conditioned upon regulations adopted by the Board of Education upon the recommendation of the Chancellor.

b. Rates under Schedule VIh shall be paid to all employees who do not meet the requirements for Schedule VIh2 as hereinafter set forth.

c. (1) Commencing September 1, 1969, eligibility for the differential (Schedule VIh2) shall be acquired by a counselor who

(a) Holds an approved doctorate issued by a recognized college or university; or (b) Holds an approved master's
Art. 3 A 5 C (2)

degree issued by a recognized college or university and who, after having earned the baccalaureate, has satisfactorily completed 30 semester hours of approved credits in college or university study;

Provided, however, that a counselor regularly employed by the Board of Education on June 30, 1967, who had satisfied the conditions of eligibility then existing or who satisfied those conditions not later than June 30, 1970, shall not be affected by this alteration of the conditions of entitlement.

(2) Rates under Schedule VIh2 shall be paid to an employee who was regularly employed on June 30, 1967, and who qualifies for a salary differential not later than June 30, 1970, by reason of

(a) Having completed 60 semester hours of approved study beyond the baccalaureate degree, or

(b) Having completed 60 semester hours of approved study beyond such courses offered for and accepted by the Board of Examiners as the equivalent of a baccalaureate degree for eligibility for the license under which the employee is serving at the time of filing application for salary differential. In either case qualification for the differential and the effective date thereof shall be evidenced by a certificate issued by the Chancellor in accordance with appropriate regulations approved by the Board of Education.

Effective through June 30, 1970, all college credits creditable toward college work in excess of the number required for the baccalaureate, whether earned before or after graduation, shall be applicable for differential purposes.

6. Salary Re-Opener

On or before July 1, 1976, the Union may notify the Board that it desires to reopen the agreement for purposes of negotiating and reaching agreement on adjustments in salary and differentials. The parties shall commence negotiations at the earliest convenient date thereafter. In the event they are unable to reach agreement relative to salaries and differentials for the 1976-77 contract year on or before 12:01 a.m. September 9, 1976, the dispute shall be submitted to final and binding arbitration. A Panel of Arbitration shall be established of three arbitrators, one selected by the Board, one by the Union, and the third selected by the other two from a panel submitted by the American Arbitration Association. Any changes or adjustments resulting from agreement between parties or the Award of the Panel of Arbitration shall be effective 12:01 a.m., September 9, 1976, unless specifically provided otherwise.

Should the union not give notice to the Board of a desire to reopen, as set forth hereinabove, then the agreement shall be
renewed without change for the 1976-77 contract year.

**B. Cost-of-Living Adjustment**

1. If the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers, New York, New York, - Northeastern New Jersey (Base Year 1967 Equals 100) when published by the Bureau of Labor Statistics, U.S. Department of Labor, for June 1975 exceeds the index for September 1974, the Board shall pay effective December 1, 1975, to all counselors in active service with one year or more of continuous service a cost-of-living adjustment (COLA) in the amount of twenty-one dollars ($21) times each full four-tenths (0.4) of a point increase in such Index, but such cost-of-living adjustment shall not exceed 300.

2. If the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers, New York, New York, - Northeastern New Jersey (Base Year 1967 Equals 100) when published by the Bureau of Labor Statistics, U.S. Department of Labor, for June 1976 exceeds the Index for September 1975, the Board shall pay effective December 1, 1976 to all counselors in active service with one year or more of continuous service a cost-of-living adjustment (COLA) in the amount of twenty-one dollars ($21) times each full four-tenths (0.4) of a point increase in such Index.

3. Any such cost-of-living adjustment shall not become part of the basic annual salary rates for any employee receiving same.

4. Continuity of service for purposes of this provision shall not be deemed to be interrupted by absence determined to be due to illness, accident, injury suffered in line of duty, or for approved leave without pay or layoff not exceeding three months.

**C. Credit for In-Service Courses**

Where records of in-service courses needed to establish eligibility for salary differential are not available, an affidavit by the counselor-applicant for salary differential shall be accepted by the Board in lieu of other evidence of course completion, provided that such affidavit includes the following:

1. Approximate date of completion of the course;
2. Such description of the course as the applicant can furnish;
3. A statement that the counselor-applicant received a salary increment during the year that he completed the course and that such increment was granted upon submission of evidence of completion of the course;
4. A statement that the counselor-applicant did not during the year in question qualify for salary increment on any basis...
other than completion of the in-service course.

D. Vacation Pay

1. Summer Vacation Pay

Effective September 9, 1975, summer vacation pay shall be pro-rated for the school year in which employees are appointed and for the school year in which their service ceases on the following basis: Employees who are appointed after the start of the school year and employees who are terminated, laid off, resign or retire on/or before the end of the school year shall receive vacation pay for the summer following their appointment or cessation of service as follows: one-tenth of the amount of the vacation pay which would be payable for a full school year's service shall be paid for each month of service or major fraction thereof during the school year in which they are appointed or cease service except that service of less than a major fraction during the first month of appointment shall be credited for summer vacation pay. The pro-rating of summer vacation pay for the year in which employees are appointed and for the year in which their service ceases in accordance with this provision shall not diminish the employee's entitlement to any other benefit including health insurance and welfare coverage he would have received under the prior method of payment.

An employee who serves as a regular or per diem substitute in a different license and is appointed after the beginning of the school year as a guidance counselor shall be entitled to the additional vacation pay of a regular or per diem substitute in the other license for the year in which he is appointed as a guidance counselor on the basis of his substitute service prior to his appointment.

2. Vacation Pay Credit and Service Credit

a. The estate of a counselor who dies during the school year shall receive a pro-rata amount, based on the length of his employment during the school year, of the vacation pay he would have received had he been employed during the entire school year. This section shall not apply to those counselors who are presumed to have retired on the day immediately preceding their death pursuant to Section B20-410 of the Administrative Code of the City of New York, as amended.

b. A counselor who has rendered actual service during any school year covered in part by leave of absence for maternity and child care shall be given credit for salary increment purposes for any pro-rata vacation pay received for such service.
E. Welfare Benefits

1. Choice of Health Plans

The Board agrees to arrange for, and make available to each day school counselor, a choice of health and hospital insurance coverage from among designated plans and the Board agrees to pay the full cost of such coverage.

Effective September 9, 1975 regularly appointed employees who are laid off and who are covered by a health and hospital insurance plan at the time they are laid off shall continue to be so covered for ninety days from the day on which they are laid off, and the Board will pay the full cost of such coverage. For purposes of implementing this provision employees who were laid off between September 1, 1975 and September 9, 1975 shall be deemed to have been laid off on September 9, 1975 and their coverage shall be continuous from that date.

2. Supplemental Benefits

Effective September 9, 1975 until October 1, 1975 the Board will provide funds at the rate of $370 per year on a pro-rata basis per month on behalf of each day school counselor, for the purpose of making available for each day school counselor supplemental welfare benefits and for the purpose of making available college scholarships for children from low income families graduating from the city's public high schools under a plan to be devised and established jointly by representatives of the Union and of the Board.

Effective October 1, 1975 the Board will provide for such purpose further additional funds at the rate of $50.00 per year per employee, for a total of $420.00 per year.

Effective October 1, 1976 the Board will provide for such purpose further additional funds at the rate of $50.00 per year per employee; for a total of $470.00 per year.

Effective September 9, 1975 the Board will continue to make payments for supplemental benefits at the rates per year set forth herein on a pro-rata basis per month for ninety days from the day of layoff on behalf of each regularly appointed employee who is laid off.

F. Reimbursement for Medical Expenses

Counselors shall be reimbursed by the Board for reasonable medical expenses, not exceeding $750, incurred because of injuries in the line of duty, to the extent that such expenses are not covered by insurance.

G. Damage or Destruction of Property

1. The Board will reimburse counselors, in an amount not to exceed a total of $100, in any school year, for loss or damage or destruction, while on duty in the school, or while
on duty on a field trip of personal property of a kind normally worn to or brought into school, or on a field trip, when the counselor 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.

2. Counselors shall not be held responsible for loss within the school of school property or children's property when such loss is not the fault of the counselor.

This does not exonerate the counselor from responsibility for school property in his charge.

H. Semi-Monthly Salary Payment

Salary payment will be made on a semi-monthly basis.

I. Pay Practices

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.

J. Reimbursement for Travel Expenses

Counselors shall be reimbursed for reasonable travel expenses incurred in making visits on official business to schools, homes or agencies. Such visits must be approved in advance by the head of the school. Reimbursement for such authorized travel expenses will be made in accordance with generally applicable rules and regulations issued by the Chancellor.

ARTICLE FOUR
PENSION AND RETIREMENT PROGRAM

A. Pension and Retirement Program Benefits

As provided in legislation, jointly sponsored by the Board and the Union, which was enacted in the 1970 session of the New York State Legislature, the benefits of the Pension and Retirement Program, limited to employees of the New York City Board of Education who are contributors to the New York City Teachers' Retirement System and who are in the collective bargaining unit for which this collective bargaining contract is entered into and signed by the New York City Board of Education and the United Federation of Teachers, are:

1. Last Year's Average Salary

Retirement benefits are based on the last year's salary.
2. New Pension Plan Benefits
   
a. Improved Pension Plan
   
   (1) Retirement Eligibility

   A member may retire on completion of a minimum of 20 years of City service, benefit payments to be deferred until the date on which he would have completed 25 years of service if he had remained in the employ of the Board of Education, but not earlier than his attainment of age 55.

   (2) Benefits

   For the first 20 years of City service, a retirement allowance equal to ½ of final year's salary, which will include an annuity based on the member's accumulated contributions, a pension for ITHP and a City pension which provides the balance of the retirement allowance (½ final year's salary).

   For each year of total service in excess of the required 20 years, an additional allowance consisting of, (a) a pension based on 1.2% of final year's salary for each year of such additional service prior to July 1, 1970, and 1.7% of final year's salary for each such additional year of service subsequent to June 30, 1970; (b) an annuity based on contributions in excess of those required during the 20 year period prior to eligibility for retirement; and (c) a pension based on ITHP accumulated subsequent to the member's 20th year of service.

   (3) Members' Contributions

   Members shall contribute at a rate calculated to provide an annuity equal to ¼ th of the retirement allowance at the completion of 20 years of service and shall not be required to contribute thereafter. For members of the system on the effective date of this legislation, contribution rates shall be based on an equated age at time of entry and computed as though this plan had always been in effect.

b. Age 55 Revised Service Fraction Plan

   (1) Members who do not elect "Improved Pension Plan" may retire at age 55 regardless of years of service. Benefit payments become payable immediately upon retirement.

   (2) A retirement allowance consisting of an annuity based on the member's accumulated deductions at time of retirement, an ITHP pension based on the ITHP accumulations at the time of retirement and a pension based on 1.2% of the final year's salary for each year of service rendered prior to July 1, 1970, and 1.53% of final year's salary for each year of service rendered subsequent to June 30, 1970.

   (3) Rates of contribution shall be the same as would be required under the existing 1% — age 55, 25 years of service retirement plan.
3. Increased-Take-Home-Pay

Beginning July 1, 1970, the Increased-Take-Home-Pay contributions shall be fixed at 5%.

4. Vested Retirement Rights

Members of the Age 55 Revised Service Fraction Plan shall be eligible for deferred benefits after 15 years of accredited service, five of which must immediately precede discontinuance of service.

The deferred retirement which vests immediately upon resignation shall become payable at age 55, providing the member has not withdrawn his accumulated contribution. At the time the deferred retirement allowance becomes payable, the member shall receive a retirement allowance consisting of (a) an annuity based on the member’s accumulated deductions at time of retirement; (b) ITHP pension based on ITHP accumulations at retirement, and (c) a pension based on 1.2% of last year’s salary for each year of service prior to July 1, 1970, and 1.53% of final year’s salary for each year of service rendered subsequent to June 30, 1970.

5. Presumptive Retirement (Death Gamble)

The existing provisions of the Death Gamble Law will be applicable to members who die in service after having become eligible for service retirement under the plan elected by the member, if greater than the ordinary death benefit.

6. Ordinary Disability Retirement

Any member who becomes disabled on completion of at least 10 years of City service will be eligible for a disability retirement. On retirement for disability he will be entitled to (a) a pension of 1.2% of final year’s salary for service accredited prior to July 1, 1970 and 1.53% of final year’s salary for each year of service accredited subsequent to June 30, 1970, (b) an annuity based on the member’s accumulated deductions at retirement, and (c) a pension for Increased-Take-Home-Pay based on the member’s Increased-Take-Home-Pay accumulations at retirement.

7. Accidental Disability

Members who incur a service connected disability shall be eligible to retire for accidental disability retirement regardless of service. The member shall be entitled to (a) a pension equal to \( \frac{3}{4} \)ths of the final 5 year average salary, (b) an annuity based on the member’s accumulated deductions at retirement, and (c) a pension for Increased-Take-Home-Pay based on the member’s ITHP accumulations at retirement.
8. Death Benefit

A person who dies before becoming eligible for retirement is entitled to the following benefits:

a. A member with less than 10 years of City service: a benefit equal to (a) an amount equal to salary for six month period immediately preceding death, (b) his accumulated deductions and (c) his reserve for ITHP.

b. A member with at least 10 but less than 20 years of City service: a benefit equal to (a) an amount equal to his salary for the 12 month period immediately preceding death, (b) his accumulated deductions and (c) his reserve for ITHP.

c. A member with 20 years or more of City service: a benefit equal to (a) an amount equal to twice his final year's salary, (b) his accumulated deductions and (c) his reserve for ITHP.

9. Cost-of-Living Legislation

The Board and the union will support legislation to provide a cost-of-living adjustment to all present pre-July 1, 1970 retirees based on the 1974 Consumer Price Index.

B. Annuity Fund

The Board shall contribute at the rate of $400 per year to the Teachers' Retirement System to be credited monthly to the annuity account of each counselor who is at the maximum step of his salary schedule.

The Board will seek such legislation as may be necessary to provide for these annuity contributions. In the event that necessary enabling legislation is not enacted, the Board will pay monthly to each counselor covered in the preceding paragraph at the rate specified above.

C. Support for Program

With respect to pensions and retirement, the Board hereby affirms its support of the following program:

1. One year of pension credit shall be granted for each 180 days of substitute service.

2. Counselors shall be entitled to credit for all teaching service in New York City or elsewhere rendered before entry into the Teachers' Retirement System of the City of New York.

3. The Teachers' Retirement Board should be adequately staffed to provide prompt and efficient service.

D. Board of Education Retirement System

For members of the Board of Education Retirement System, the Board agrees to provide, effective September 8, 1969, the same pension benefits as were heretofore approved.
by the Board of Education for other members of the Board of Education Retirement System.

ARTICLE FIVE
LICENSURE AND APPOINTMENT

A. Regularized Licensure

The Board of Education shall provide for the regular licensure of guidance counselor personnel consistent with the needs of the instructional program and subject to applicable law and the by-laws of the Board of Education. The Board will take the following actions:

The Board will establish as soon as possible but no later than September 1, 1973, regular licenses which will be valid for service as a guidance counselor under regular appointment, or for day-to-day per diem service, or for full-term assignment, or for other service as a guidance counselor, including bi-lingual service. All positions will be filled by persons holding such regular licenses except under the following circumstances:

1. Where a position must be filled to provide the services of a guidance counselor for which no person holding such regular license is immediately available after all efforts have been made to fill the position by a person holding such regular license;

2. Where the kind of guidance counselor work is not normally performed in the public schools and is temporary in nature.

B. Withdrawal of Resignation and Subsequent Re-Employment

1. Requests for withdrawal of resignation on the part of counselors who attained permanent tenure prior to their resignation shall be effectuated, subject only to medical examination and the approval of the Chancellor, provided that application for such withdrawal of resignation is made on or before the opening of school in September next following five years after the effective date of resignation. In all other cases of withdrawal of resignation, the requirements of Section 255 of the Board of Education by-laws shall continue in effect.

2. Counselors who resign and subsequently are re-employed following the effectuation of their request to withdraw resignation shall be placed in the salary step at which they were at the time of resignation and shall be given the sick leave "bank" and sabbatical leave rights which they held at the time of resignation.
ARTICLE SIX

HOURS

A. Hours of Work

Counselors serving in schools and bureaus shall work six hours on each school day, exclusive of a lunch period, and such additional time as the by-laws provide.

B. Activities Included in Working Time

Time spent by a counselor in visiting homes or agencies, in attendance at professional conferences, in preparing special reports, and in related guidance activities which may be performed outside the school or outside of regular school hours shall be deemed a part of the counselor's prescribed working time if such activities have been approved by the head of the school as part of the program of guidance for the school.

ARTICLE SEVEN

ASSIGNMENTS

A. Selection for Available Assignments

Licensed guidance counselors will be given an opportunity to apply for available guidance assignments within the school and selection will be made on the basis of seniority in the school where qualifications are equal.

B. Limitation on Assignments

Counselors shall not be assigned to cover classes, represent the school in lieu of a teacher or supervisor, or perform other duties normally performed by classroom teachers. Counselors shall not be required to schedule and administer large-scale testing programs or to score and record test data resulting from such programs.

Counselors shall not be involved in the mechanical details of grade-wide or school-wide programming or grade organization.

Counselors shall not be given any administrative assignments such as but not limited to lunch, hall, bus or yard duty. It is recognized that emergency situations may develop because of the unavailability of other school staff. In such situations of emergency, the right of the principal to make an emergency assignment is fully recognized.

C. Conferences with Teachers

Counselors serving in schools shall be permitted, through arrangements made by the head of the school, to meet with classroom teachers during the school day for necessary consultation on guidance matters.
ARTICLE EIGHT
SAFETY

A. Assistance in Assault Cases

1. The principal shall report as soon as possible but within 24 hours to the Law Office and to the Chief Administrator of School Safety that an assault upon an employee has been reported to him. The principal shall investigate and file a complete report as soon as possible to the Law Office and to the Chief Administrator of School Safety. The full report shall be signed by the employee to acknowledge that he has seen the report and he may append a statement to such report.

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

3. The Law Office shall notify the counselor of its readiness to assist the counselor as follows: by obtaining from police and from the principal relevant information concerning the culprits; by accompanying the counselor in court appearances; and by acting in other appropriate ways as liaison between counselor, police and the courts.

This assistance is intended solely to apply to the criminal aspect of any case arising from such assault.

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

5. An assaulted employee who presses charges against his assailant shall have his days of court appearance designated as nonattendance days with pay.

B. School Safety Plan

Counselors will be covered by the safety plan developed for the school and by the appeal procedures thereunder, as provided in Article Ten of the day school teachers agreement, which is as follows:

The principal is charged with the responsibility of maintaining security and safety in the school. To meet this responsibility, he shall develop, in consultation with the Union chapter committee and the parents association of the school, a comprehensive safety plan, subject to the approval of the Chief Administrator of School Safety.

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

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

If the employee is not satisfied with the decision of the
principal, he 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 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 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 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 a substantial number of employees have a complaint the chapter committee, upon their request, may initiate the complaint in their behalf.

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

ARTICLE NINE
LEAVES

A. Cumulative Absence Reserves and Sick Leave

1. Counselors reinstated after retirement will be credited with the cumulative reserves remaining to their credit upon retirement and such reserves as they accumulated as regular substitutes.

2. Counselors called to military duty will be credited upon their return with the same sick leave allowance for the period of their military service as they would have been entitled to in Board service.

3. Counselors whose licenses are terminated will be credited with their unused cumulative reserves if appointed anew.

4. A Counselor who has exhausted his cumulative sick leave may borrow up to 20 days of additional sick leave.

5. Sick leave privileges shall extend to the taking of annual physical checkups or the taking of annual laboratory tests. Such absences shall be limited to one day in each school year.
6. Counselors shall be granted absence refunds for illness on application, without a statement from a physician, for a total of no more than 10 days in any school year. Counselors will be allowed to use three of such 10 days of sick leave for personal business provided that reasonable advance notice is given to the head of the school. Days off for personal business are intended to be used only for personal business which cannot be conducted on other than a school day and during other than school hours.

7. Counselors serving in schools shall not suffer loss of sick bank 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).

8. Employees who are absent due to allergic or positive reaction from a skin test shall not suffer loss of sick bank days.

9. Counselors who resign or retire shall, upon application, receive termination pay on the basis of one half of the unused sick leave accumulated as a regularly-appointed counselor after September, 1967. If the resignation or retirement becomes effective at any time other than the end of a school year, sick leave for the period of service during that school year shall be paid at the rate of one day for each two full months of service.

10. The estate of a counselor who dies during the term of this contract shall receive termination pay calculated on the same basis. This paragraph shall not apply to those counselors who are presumed to have retired on the day immediately preceding their death pursuant to Section B 20-410 of the Administrative Code of the City of New York, as amended.

11. Absence for illness after September 1, 1967, will be charged on a day-for-day basis to any unused sick leave accumulated prior to September 1, 1967.

12. Absence immediately prior to resignation shall be paid on the same basis as termination pay.

13. Unused sick leave accumulated as a paraprofessional shall be transferable to the counselor's bank.

B. Sabbatical Leaves

1. Counselors on regular appointment will be eligible for sabbatical leave after each 14 years of service. The first 14 years of service may include a maximum of three years of substitute service for which salary credit was granted, except in the case of a sabbatical leave for rest.

2. Counselors on regular appointment who have less than
14 years of service will be eligible only for a "special sabbatical leave for restoration of health" after seven years of service on regular appointment, with the approval of the school medical director.

3. A sabbatical leave shall be for a period of one year, beginning on August 1 and ending on July 31 of the following year.

4. A "special sabbatical leave for restoration of health" (as defined in paragraph 2 above) shall be for a period of six months, beginning on August 1 and ending on January 31 of the following year or beginning on February 1 and ending on July 31 of the same year.

5. Effective August 1, 1973, a counselor on sabbatical leave of absence shall receive compensation at the rate of seventy (70) percent of the counselor's regular salary. The sabbatical leave pay of counselors who receive a bonus shall be based upon their annual salary and the amount of the annual bonus received. The sabbatical leave pay of counselors who receive a license salary differential shall be based upon their annual salary and the amount of the license differential.

6. Counselors on "special sabbatical leave for restoration of health" (as defined in paragraph 2 above) shall receive compensation at the rate of sixty (60) percent of their regular salary during such leave. The pay for the "special sabbatical leave for restoration of health" (as defined in paragraph 2 above) of counselors who receive a bonus shall be based upon their annual salary and the amount of the annual bonus received. The pay for the "special sabbatical leave for restoration of health" of counselors who receive a license salary differential shall be based upon their annual salary and the amount of the license differential.

7. Counselors serving their probationary period in the counselor license shall be permitted to take a sabbatical leave of absence or a "special sabbatical leave for restoration of health" (as defined in paragraph 2 above) during such period if they are otherwise eligible; however, there shall be no reduction, by reason of such leave, of the total probationary period which they are required to serve.

8. An application for a sabbatical leave of absence or for a "special sabbatical leave for restoration of health" (as defined in paragraph 2 above) will not be denied to an eligible counselor unless the leave would be contrary to applicable regulations. When the number of eligible applicants in any school or organizational unit exceeds the number of sabbatical leaves and "special sabbatical leaves for restoration of health" (as defined in paragraph 2 above) permissible under applicable regulations, applications shall be granted in
the school or organizational unit in order of the city-wide seniority of the applicants. For this purpose, in the case of applications for sabbatical leave, seniority shall be determined by the number of years of service usable for eligibility for sabbatical leave, minus the years required for each sabbatical leave or "special sabbatical leave for restoration of health" (as defined in paragraph 2 above) already taken.

9. The parties agree to gradually phase out sabbatical leaves for rest by reducing the number of such leaves granted by 100 leaves each year. To implement this provision the number of sabbatical leaves for rest granted in August, 1976 shall be 100 fewer than the number of such leaves granted August, 1975.

10. A joint union-board committee shall be established to study the purposes for which sabbatical leaves are used, and to recommend ways in which the parties may achieve the following agreed-on objectives:
   a. Use of sabbaticals for study or travel;
   b. Provision for appropriate health sabbaticals or health leaves for less than half a year.

C. Leaves of Absence Without Pay

1. Purposes for Which Granted
   Leaves of absence without pay shall be granted upon application for the following purposes:
   a. Study related to the counselor's license field;
   b. Study to meet eligibility requirements for a license other than that held by the counselor;
   c. Acceptance of a teaching position in a foreign country for one year, with such leave renewable for an additional year. Such teaching position shall be sponsored or approved by the government of the United States.

   The Board will recommend to the Teachers' Retirement Board the granting of retirement credit for the duration of the aforesaid leaves.

   "Urgent needs" of the school or other program to which the counselor is assigned may be asserted by the Board as justifying a temporary denial of any application for leave without pay.

2. Per Diem Service While on Leave
   Counselors on maternity leave and counselors on leave of absence without pay for study and related professional experience shall be permitted to perform per diem teaching service.

D. Military Service Pay

1. Excuse for Selective Service Examination
   Counselors called for selective service physical examina-
tion shall be excused without loss of pay for such purpose.

2. Pay During Military Service
Counselors who enter the military service shall be on leave of absence with pay during the first 30 days of such service unless the Board is otherwise required to make payment of salary during such military service.

E. Payments for Jury Duty
Counselors who are required to serve on jury duty will receive full salary during the period of such service, subject to their prompt remittance to the Board of an amount equal to the compensation paid to them for such jury duty.

F. Terminal Leave
Terminal leave with pay shall be allowed to those counselors who are about to retire who are members of the Board of Education Retirement System. Such terminal leave shall be allowed as follows:

1. In the case of employees with ten or more years of service it shall be in an amount equivalent to the amount of sick leave balance to the employee's credit, with the following exceptions:
   (a) the maximum allowable terminal leave shall not exceed one month for every ten years of service, pro rated at the rate of three calendar days per year, or major fraction thereof;
   (b) the minimum allowable terminal leave shall be one month.

2. In the case of an employee with less than ten years of service, it shall be in the amount of three calendar days per year of service or major fraction thereof, without regard to sick leave balance.

G. Continuity of Service
In determining length of service for any purpose of this agreement, continuity of service shall not be deemed to be interrupted by absence determined to be due to illness, accident or injury suffered in line of duty or by time spent in military service, the Peace Corps, or VISTA, or by layoff or leave without pay of one year or less. Counselors on layoff or leave without pay for one year up to four years shall regain the seniority they had at the commencement of their leave after they serve for one school year following their return.

ARTICLE TEN
EXCESSING AND LAYOFF

A. Excessing Rules
Rule 1. Within the school, district, bureau or other
organizational unit, the guidance counselor with the latest date of appointment within license will be the first to be excessed, irrespective of probationary or permanent status.

Rule 2. All leave-of-absence time for which salary credit is granted will not affect the earliest date of appointment for purposes of excessing. All other leave-of-absence time without pay or time lost because of resignation and subsequent reappointment will affect the earliest date of appointment.

Rule 3. Guidance counselors having the same date of appointment from the same eligible list are to be listed for excessing in accordance with their relative standing on such eligible list. Guidance counselors having the same date of appointment from different eligible lists are to be listed for excessing on the basis of the comparative date of promulgation of their respective eligible list, with the guidance counselor on the latest list being the first to be excessed.

Rule 4. Guidance counselors in excess in a school unit or district office under the jurisdiction of a community school board must be placed in vacancies within the district to the fullest degree possible. For school units, districts, or bureaus under the jurisdiction of the central Board, guidance counselors in excess in a school or bureau must be placed in appropriate vacancies within the district or central office.

Rule 5. To minimize movement of personnel, excessed guidance counselors shall be assigned within the district to appropriate openings or vacancies. If there are no openings or vacancies in the district the counselor with the latest date of appointment in license shall be the first to be excessed from the district.

Rule 6. The central Board has the responsibility for placing guidance counselors who are excessed from a school or community district office and cannot be accommodated by their own district, within budgetary limitations and if vacancies exist within the city. Where possible, the wishes of the guidance counselor will be taken into account in his placement by the central Board. If no vacancy exists, Section C of this Article shall apply.

Rule 7. When a guidance counselor position in central headquarters is abolished, the occupant of that position is excessed, and he shall be granted the same rights for placement as a guidance counselor who is excessed from a community district.

Rule 8. A guidance counselor who has been excessed to another school or district may request an opportunity to return to the school or district from which he was excessed if within a year a vacancy should occur in that school or dis-
Requests by counselors for transfer from one school to another will be granted on the following basis:

1. Those eligible for transfer are regularly-appointed counselors with at least five years' continuous service under regular appointment as a counselor in the school from which the transfer is sought.

2. a. A list of vacancies existing as of May 15 to be filled by transfer will be made available as soon as possible to each eligible counselor who has notified the Division of Personnel by May 1 of his desire to request transfer. Counselors on the transfer lists who have not been selected for transfer to vacancies existing as of May 15 shall be notified of vacancies occurring between May 15 and June 10 as they become available.
known. Vacant positions in districts which are above the city index (ratio of licensed counselors to counseling positions) are not to be deemed vacancies for the purposes of the transfer plan, except as specified in subparagraph b.

b. All vacant positions in special service schools will be listed as vacancies for transfer purposes. In a district which is above the city index during the next two-year period, no more than one vacant position in a non-special service school will be listed as a vacancy for transfer purposes during the term of this agreement.

c. A vacancy not previously available for transfer which is filled by an administrative transfer shall be listed for transfer on the May 15 following the administrative transfer and if the vacancy is then filled by a counselor from the transfer list the administrative transferee shall be excessed from that school regardless of his city-wide seniority. The above shall not apply to the following administrative transfers:

(1) A transfer following a "U" rating of the counselor made with his consent.

(2) A transfer to staff a new school within the number of administrative transfers allowable under existing regulations.

3. Counselors desiring transfer shall file with the Division of Personnel a request for transfer, specifying up to three choices of schools in order of preference. Such requests shall be filed no later than two weeks following the issuance of the vacancy list.

4. Transfers will be granted on the basis of seniority to eligible employees whose requests are on file. For this purpose, seniority is defined as length of continuous service under regular appointment in the Bureau of Educational and Vocational Guidance.

In cases of equal seniority, preference shall be given on the basis of standing on the eligible list for appointment for counselors appearing on the same list, and for counselors appearing on different lists, on the basis of the list having the earliest date.

5. No more than five percent of the regularly-appointed counselors in a district will be permitted to transfer out of the district in any one year. When the number of counselors is less than 20, one transfer shall be permitted from the district, and when the number is 21 to 39, two transfers shall be permitted.

6. An applicant for transfer who does not receive a desired assignment, shall, upon request to the Division of Personnel, be given in writing the reasons for not having
been selected.

7. Transfers on grounds of hardship shall be allowed independent of the plan. Transfers of counselors after three years of service on regular appointment may be made on grounds of hardship on the basis of each particular case, except that travel time by public transportation of more than one hour and thirty minutes each way between a counselor’s home and school shall be deemed to constitute “hardship” entitling the applicant to a transfer to a school to be designated by the Division of Personnel which shall be within one hour and thirty minutes travel time by public transportation from the counselor’s home.

8. Guidance counselors serving in special education programs shall be entitled to transfer to non-special education programs in accordance with the transfer plan.

Guidance counselors serving in non-special education programs shall be entitled to transfer to special education programs in accordance with the transfer plan, provided they meet the posted qualifications of the position.

ARTICLE TWELVE
UNION ACTIVITIES,
PRIVILEGES AND RESPONSIBILITIES

A. Restriction on Union Activities

No counselor shall engage in Union activities during the time he is assigned to duty. Members of the Chapter'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.

B. Time for Chapter Chairman

The Chapter chairman shall be allowed one day per week for the investigation of grievances and for other appropriate activities relating to the administration of the agreement and to the duties of his office.

C. Exclusive Check-Off

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.

The Board will honor individual written authorizations for the deduction of Union dues in accordance with their terms, including authorizations stating that they are irrevocable until the following June 30 and automatically renewable for another year unless written notice is given to the Board between June 15 and June 30.
The Board and the Union will send a joint notice to all employees whose current authorizations are on file informing them that the authorizations will be understood to be irrevocable and automatically renewable as stated above unless notice is given to the Board within 45 days thereafter.

D. Consultation Meetings

The Chapter and appropriate representatives of the Bureau of Educational and Vocational Guidance will consult monthly on matters of policy involving the professional interests of counselors.

E. Information to the Chapter

1. Lists of vacancies and any lists which may be established by the community school district or by the central Board showing seniority of counselors for purposes of implementing provisions of this agreement shall be made available to the Chapter. In individual cases specific information as to seniority will be made available to the Chapter upon request.

2. Upon request, the Chapter will be advised of the city-wide index (ratio of licensed counselors to counseling positions) and the index in each local school district.

3. Copies of all official Bureau of Educational and Vocational Guidance circulars and directives shall be sent to the Chapter.

F. Official Circulars

The Bureau of Educational and Vocational Guidance will continue to issue a digest covering matters of interest to members of the counseling staff. All official circulars pertaining to counselors or to the guidance program shall be made available to all counselors unless specifically indicated to be confidential. Special circulars issued by the Bureau of Educational and Vocational Guidance concerning duties of counselors shall be distributed directly to all counselors.

ARTICLE THIRTEEN
MATTERS NOT COVERED

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

The Board will continue its present policy with respect to sick leave, sabbatical leaves, vacations and holidays except insofar as change is commanded by law.

All existing determinations, authorizations, by-laws, regulations, rules, rulings, resolutions, certifications, orders,
directives, and other actions, made, issued or entered into by the Board of Education governing or affecting salary and working conditions of the employees in the bargaining unit shall continue in force during the term of this agreement, except insofar as change is commanded by law.

**ARTICLE FOURTEEN**  
**DUE PROCESS AND REVIEW PROCEDURES**

**A. Counselor Files**

Official counselor files in a school shall be maintained under the following circumstances:

1. No material derogatory to a counselor’s conduct, service, character or personality shall be placed in the files unless the counselor has had an opportunity to read the material. The counselor shall acknowledge that he has read such material by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its content. However, an incident which has not been reduced to writing within three months of its occurrence, exclusive of the summer vacation period, may not later be added to the file.

2. The counselor shall have the right to answer any material filed and his answer shall be attached to the file copy.

3. Upon appropriate request by the counselor, he shall be permitted to examine his file.

4. The counselor shall be permitted to reproduce any material in his file.

5. Material will be removed from the file when a counselor’s claim that it is inaccurate or unfair is sustained.

**B. Summons**

1. A counselor summoned by the principal to a conference which may lead to disciplinary action for reasons of misconduct may be accompanied, at his option, by the chapter chairman or his designated alternate.

2. Counselors summoned to the office of a community or assistant superintendent or to the Division of Personnel shall be given two days notice and a statement of the reason for the summons, except where an emergency is present or where considerations of confidentiality are involved.

Whenever an employee is summoned for an interview for the record which may lead to disciplinary action, he shall be entitled to be accompanied by a representative who is employed by the city school system, or by an employee of the Union who is not a lawyer, and he shall be informed of this
right. However, where the community or assistant superintendent or the Division of Personnel permits an attorney who is not a member of the city school system to represent any participant in the interview, the employee shall be entitled to be represented by an attorney. An interview which is not held in accordance with these conditions shall not be considered a part of the employee's personnel file or record and neither the fact of the interview nor any statements made at the interview may be used in any subsequent Board proceeding involving the employee. It is understood that informal conferences, such as those between a community or assistant superintendent and a counselor, or the Division of Personnel and a counselor, for professional improvement, may be conducted off the record and shall not be included in the employee's personnel file or record.

C. Discontinuance of Probationary Service

1. Counselors on probation, except as provided in subparagraph 2 below, shall be entitled to the review procedures before the Chancellor as prescribed in Section 105a of the by-laws of the Board of Education.

By-law 105(a) procedures for the review of a recommendation by a superintendent for discontinuance of probationary service shall be modified to provide for the following:

a. The 105(a) committee shall be a tripartite committee of professional educators, one selected by the employee, one by the Board and a third selected by the other two from a list agreed upon by the Board and the Union.

b. The committee will make an advisory recommendation to the community school board or the Chancellor for central programs within 20 days after the hearing.

c. The costs of the employee's representative shall be paid by the employee. The costs of the Board's representative shall be paid by the Board. The costs of the mutually selected member of the committee shall be shared by the Board and the employee.

2. Counselors on probation who have completed at least three years of service on regular appointment in the school shall be entitled, with respect to the discontinuance of their probationary service, to the same review procedures as are established for the tenured teaching staff under Section 2590 j 7 of the Education Law.

D. Suspension

Any counselor who is suspended pending hearing and determination of charges shall receive full compensation pending such determination and imposition of any penalty.

C-28
E. Trial Examiner Panel

Before designating the panel of trial examiners to be maintained by the Chancellor pursuant to Section 2590-j (f) of the Education Law, the Chancellor will afford the Union and the Community School Boards an opportunity to challenge any proposed designee and the persons challenged shall not be designated. Members of the panel will serve in rotation.

F. Medical Review Procedures

1. Requests for Medical Examination

The report of the immediate supervisor requesting examination of a counselor pursuant to Education Law Section 2568 shall be made in duplicate. A copy of the report shall be forwarded to the counselor.

2. Injury in the Line of Duty

In order to provide for an expeditious handling of injury in the line of duty claims, the following is provided:

a. Within five school days of a claim of injury in the line of duty requiring an employee to be absent, the superintendent shall make a determination as to whether the accident occurred in the line of duty.

b. Where the employee is in a non-pay status pending a determination by the Medical Bureau of the duration of absence attributable to injury in the line of duty, the Medical Bureau will make its determination within ten days of the employee’s submitting himself for the required physical examination.

3. Medical Report and Review

a. The report of the Medical Division on a counselor who was called for medical examination shall, upon written request of the counselor, be sent to the counselor’s physician within 25 days after the examination.

b. Upon the employee’s request to the Medical Division, his physician shall have the right to examine his medical file.

c. A counselor shall have the right to an independent evaluation by a medical arbitrator selected from a panel of doctors to be selected by mutual agreement of the Board and the Union in conjunction with the New York Academy of Medicine if the finding of the Medical Bureau to the Chancellor has resulted in:

(1) Placement of the counselor on a leave of absence without pay for more than one month; or

(2) Termination of the counselor’s services; or

(3) A recommendation for disability retirement; or

(4) A denial of a leave with or without pay for more than one month.
A request for an independent evaluation of the finding of the Medical Division shall be submitted in writing by the employee to the Division of Personnel within 10 school days of receipt of notice from the Division of Personnel that he has been placed on leave of absence without pay for more than one month, or that his services have been terminated, or that he has been recommended for disability retirement, or that he has been denied a leave with or without pay for more than one month.

The medical arbitrator shall examine the employee and consult with the employee's physician and the Board's physician. The arbitrator's decision shall be rendered within 10 days after he has examined the employee, and if made within his authority under this agreement shall be accepted as final and binding by the Board and the employee.

The fee of the medical arbitrator shall be shared equally by the Board and the employee.

ARTICLE FIFTEEN
GRIEVANCE PROCEDURE

It is the declared objective of the parties to encourage the prompt and informal resolution of employee complaints as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints.

A. Definition

A "grievance" shall mean a complaint by an employee in the bargaining unit (1) that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of this agreement or (2) that he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees, except that the term "grievance" shall not apply to any matter as to which (1) a method of review is prescribed by law, or by any rule or regulation of the State Commissioner of Education having the force and effect of law, or by any by-law of the Board of Education or (2) the Board of Education is without authority to act.

In the case of per session employees, a "grievance" shall mean a complaint by a per session counselor that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of this agreement covering his particular per session employment.

As used in this article, the term "employee" shall mean also a group of employees having the same grievance.
B. Adjustment of Grievances

Grievances of employees within the bargaining unit shall be presented and adjusted in the following manner:

1. General Procedure

a. School or Area Level (Step 1)

Any employee within the bargaining unit may, either orally or in writing, present a grievance within a reasonable time not to exceed three months after the employee has knowledge of the act or condition complained of, except that a grievance arising under Article Fourteen A shall be presented within a reasonable time after the employee has knowledge of the material in the file, (1) to the head of the school if the complaint arises out of administration of the guidance program in the school, or (2) to the supervisor of guidance if the complaint arises out of professional direction and supervision of the guidance program by the Bureau of Educational and Vocational Guidance.

The employee and the head of the school or the supervisor of guidance shall confer on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, the employee may appear personally or he may be represented by a Union representative or by any licensed counselor of his choice in the school system; but where the employee is represented he must be present. The Union representative shall be a member of the Chapter's grievance committee.

Whenever a grievance presented to the head of the school or to the supervisor of guidance by the employee personally or through a personal representative would involve the application or interpretation of the terms of this agreement, or would affect the working conditions or welfare of the employees in the bargaining unit, he shall give the Chapter the opportunity to have a grievance committee member present and state the views of the Chapter.

The head of the school or the supervisor of guidance shall communicate his decision to the aggrieved employee and to his representative and to any Chapter representative who participated in this step within five school days after receiving the complaint. Where the grievance has been presented in writing, the decision shall be in writing.

b. Office or Bureau Level (Step 2)

If the grievance is not resolved at Step 1, the aggrieved employee may appeal (1) to the community or assistant superintendent from the decision of the head of the school, or (2) to the Director of Guidance (Educational and Vocational) from the decision of the supervisor of guidance, within three
Art. 15 B 1 b

school days after he has received the decision of the head of the school or of the supervisor of guidance. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based. It shall also state the name of the employee’s representative, if any.

The community or assistant superintendent, or his designee on an appeal from the decision of the head of the school, or the director, on an appeal from the decision of the supervisor of guidance, shall meet and confer with the aggrieved employee on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. The aggrieved employee and his representative, if any, shall be given at least two school days notice of the conference and an opportunity to participate. The employee may appear alone or he may be represented by the Union or by a licensed counselor of his choice in the school system. The Union representative may be the representative at Step 1 or a representative designated by the grievance department of the United Federation of Teachers, with whom the Chapter is affiliated, or both. The employee shall be present at the conference, except that he need not attend where it is mutually agreed that no facts are in dispute and that the sole question before the community or assistant superintendent or the director is one of interpretation of a provision of this agreement, or of what is established policy or practice.

Notice of the conference shall also be given to the head of the school, or to the supervisor of guidance, who rendered the decision at Step 1. The head of the school or the supervisor of guidance may be present at the conference and state his views.

Where the employee is not represented by the Union at this step, the community or assistant superintendent or the director shall furnish the Chapter with a copy of the appeal from Step 1, together with notice of the date of the conference. In such cases, the Chapter may be present and state its views whenever the decision on the grievance would involve the application or interpretation of the terms of this agreement, or would affect the working conditions or welfare of the employees in the bargaining unit.

The community or assistant superintendent or the director shall communicate his decision in writing, together with the supporting reasons, to the aggrieved employee and his representative, and to any Union representative who participated in this step, within ten school days after receiving the appeal. The head of the school or the supervisor of guidance who rendered the decision at Step 1 shall also receive a copy of the decision at this step. The Chapter shall
receive a copy of any decision at this step.

c. Chancellor (Step 3)

If the grievance is not resolved at Step 2, the aggrieved employee may appeal from the decision at Step 2 to the Chancellor addressed to the attention of the Executive Director, Office of Labor Relations and Collective Bargaining within ten school days after the decision of the community or assistant superintendent or the director has been mailed. The appeal shall be in writing, shall set forth specifically the reasons for the appeal, and shall be accompanied by a copy of the appeal and the decision at Step 2. It shall also state the name of the employee’s representative, if any.

The Chancellor or his designated representative shall meet and confer with the aggrieved employee with a view to arriving at a mutually satisfactory resolution of the complaint. The aggrieved employee and his representative shall be given at least two school days notice of the conference and an opportunity to be heard. The employee may appear alone or he may be represented by the Union or by a licensed counselor of his choice in the school system. The Union representative may be the representative at Step 1 or the representative at Step 2, or both.

Notice of the conference shall also be given to the head of the school or to the supervisor of guidance who rendered the decision at Step 1 and to the community or assistant superintendent or to the director. The head of the school or the supervisor of guidance, and the community or assistant superintendent or the director, may be present at the conference and state their views.

When the employee is not represented by the Union at this step, the Chancellor shall furnish the Chapter with a copy of the appeal from Step 2 together with notice of the date of the conference. In such cases, the Chapter may be present and state its views whenever the decision on the grievance would involve the application or interpretation of the terms of this agreement or would affect the working conditions or welfare of the employees in the bargaining unit.

The Chancellor shall communicate his decision in writing, together with the supporting reasons, to the aggrieved employee and his representative, and to any Union representative who participated in this step, within fifteen school days after receiving the appeal.

The head of the school or the supervisor of guidance who rendered the decision at Step 1 and the community or assistant superintendent or the director shall also receive a copy of the decision at this step. The Chapter shall receive a copy of any decision at this step.
2. Procedures for Special Groups

a. The procedures set forth in paragraph one of this article shall apply to all employees in the unit, except that in the case of per session employees, the grievance shall be presented at Step 1 to the head of the particular per session activity or his designated representative and at Step 2 to the Chancellor or his designated representative. The Union representative at each step shall be a member of the Union’s grievance committee. The decision at Step 1 shall be communicated within five working days after receiving the complaint of employees employed in summer per session activities and within 10 school days after receiving the complaint of employees employed in other per session activities.

b. The special procedures set forth in paragraph 3 of this article shall not apply to per session employees.

c. In the case of counselors assigned the grievance shall be presented at Step 1 to the appropriate community or assistant superintendent or his designee, or the Executive Director responsible for the department or bureau, and at Step 2 to the Chancellor. The Union representative at each step shall be a member of the Union’s grievance committee. The decision at Step 1 shall be communicated within 10 working days after receiving the complaint of the employee.

3. Special Procedures for Grievances Relating to Salary and Leave Matters

Any grievance relating to salary and leave matters shall be filed directly with the Executive Director of Personnel. In such cases, the provisions of the general procedures relating to Step 2 shall apply to the presentation and adjustment of the grievance at the level of the Executive Director except that (1) the grievance shall be filed within a reasonable time not to exceed three months after the employee has knowledge of the act or condition which is the basis of the complaint and (2) the employee need not be present at any conference. The Executive Director shall render a decision on behalf of the Chancellor and such decision shall be considered a decision at the level of the Chancellor under this Article.

4. Special Procedures for Grievances Arising out of School Reorganization

Where the grievance arises out of school reorganization, the time limits prescribed above shall be modified in these respects:

a. The grievance must be presented within two school days after the employee has knowledge of the act or condition which is the basis of the complaint.

b. The head of the school or borough supervisor shall com-
municate his decision within two school days after receiving the complaint.

c. The grievance must be appealed to the community or assistant superintendent or director within two school days after the decision in Step 1 has been received.

d. The community or assistant superintendent, director or the appropriate designee shall render a decision as expeditiously as possible but no later than five school days after receipt of the appeal.

e. The grievance must be appealed to the Chancellor within five school days after the decision at Step 2 has been received.

f. The Chancellor shall communicate his decision within ten school days after receipt of the appeal.

g. If the grievance is not resolved at Step 3 it may be appealed to arbitration within ten school days and the parties shall arrange for the prompt hearing and resolution of the grievance at arbitration.

5. Priority Handling of Grievances

The Board and the Union will consult periodically on the priority of handling grievances pending at Step 3 with a view to expediting the processing of grievances which require prompt disposition.

6. Initiation or Appeal of Special Types of Grievances or Complaints

a. Grievances arising from the action of officials other than the head of a school or the supervisor of guidance may be initiated with and processed by such officials in accordance with the provisions of Step 2 of this grievance procedure. Where appropriate, such grievances may be initiated with the Chancellor.

b. Where a substantial number of employees in more than one school have a complaint arising from the action of authority other than the head of a school or the supervisor of guidance, the Chapter, upon their request, may initiate a group grievance in their behalf.

c. The Chapter has the right to initiate or appeal a grievance involving the alleged violation of the agreement. Such grievance shall be initiated with the community or assistant superintendent or the director or, where appropriate, with the Chancellor.

7. Appearance and Representation

a. 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 Board of
Education working hours, all persons who participate shall be excused without loss of pay for that purpose.

b. No officer or executive board member, delegate, representative, or agent of a minority organization shall represent the aggrieved employee at any step in the grievance procedure. An agent shall include any person who, acting in an official capacity for a minority organization, regularly performs for that organization such acts as: distributing literature, collecting dues, circulating petitions, soliciting membership, or serving as spokesman at counselors’ conferences. An agent shall not include any person who performs such duties occasionally or without any official designation by the minority organization involved. A minority organization shall mean any organization, other than the Union, which exists or acts for the purpose of dealing with the head of a school or any Board official for the improvement of working conditions, or the handling of grievances, of employees in the bargaining unit.

8. Time Limits

a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

b. The time limits specified in any step of this procedure may be extended, in any specific instance, by mutual agreement.

C. Arbitration

A grievance dispute which was not resolved at the level of the Chancellor under the grievance procedure may be submitted by the aggrieved employee or, in the circumstances specified in Section 6(c) above, by the Chapter, to an arbitrator for decision if it involves the application or interpretation of this agreement. A grievance dispute arising under any term of this agreement involving Board Policy or discretion may be submitted to arbitration for the sole purpose of determining whether the Board’s policy was disregarded or applied in such discriminatory, arbitrary or capricious a manner as to constitute an abuse of discretion.

A grievance may not be submitted to an arbitrator unless a decision has been rendered by the Chancellor under the grievance procedure, except as provided in Section B 4 g of this Article, and except in cases where, upon expiration of the 15-day time limit for decision, the aggrieved employee or the
Chapter filed notice with the Chancellor of intention to submit the grievance to arbitration and no decision was issued by the Chancellor within five school days after receipt of such notice.

The employee may proceed personally or through the Union or any other representative of his choice except that he may not be represented by any person or minority organization as specified in Section B7b, above, of the grievance procedure. Where the employee is not represented by the Union, the Chapter may submit its views to the arbitrator.

The proceeding may be initiated by filing with the Board a notice of arbitration. The notice shall be filed within 10 school days after receipt of the decision of the Chancellor under the grievance procedure or, where no decision has been issued in the circumstance described above, three days following the expiration of the five school day period provided above. The notice shall include a brief statement setting forth precisely the issue to be decided by the arbitrator and the specific provision of the agreement involved.

A panel of five arbitrators shall be designated by mutual agreement of the parties to serve for any case or cases submitted to them in accordance with their availability to promptly hear and determine the case or cases submitted.

The parties agree to enter into a stipulation of facts whenever possible in advance of the hearing.

Transcripts of the proceedings will be waived except in unusual cases and by agreement of the parties. If transcripts are used, they shall be supplied overnight to the arbitrator.

Post-hearing briefs will not be filed except in unusual cases upon agreement of the parties to submit them.

The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding insofar as they relate to the hearings and fees and expenses.

The arbitrator shall issue his decision not later than 30 days from the date of the closing of the hearings or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this agreement and he 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 he may decide in a particular case that Board policy was disregarded or that its attempted application under any 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.

The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this agreement, will be accepted as final by the parties to the dispute and both will abide by it.

The arbitrator may fashion an appropriate remedy where he finds a violation of this agreement. To the extent permitted by law, an appropriate remedy may include back pay. The arbitrator shall have no authority to grant a money award as a penalty for a violation of this agreement except as a penalty is expressly provided for in this agreement.

The arbitrator's fee will be shared equally by the parties to the dispute.

The Board agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance and the Union agrees that it will not bring or continue, and that it will not represent any employee in, any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.

D. General Provisions as to Grievances and Arbitration

1. The filing or pendency of any grievance under the provisions of this article shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of, subject, however, to the final decision on the grievance.

2. Nothing contained in this article or elsewhere in this agreement shall be construed to permit the Union to present or process a grievance not involving the application or interpretation of the terms of this agreement in behalf of any employee without his consent.

3. Nothing contained in this article or elsewhere in this agreement shall be construed to prevent any individual employee from presenting and processing a grievance through the procedures provided in this article.

4. Nothing contained in this article or elsewhere in this agreement shall be construed to deny to any employee his rights under Section 15 of the New York Civil Rights Law or under the State Education Law or under applicable Civil Service Laws and Regulations.
ARTICLE SIXTEEN
SPECIAL COMPLAINTS

It is the declared objective of the parties to encourage the prompt and informal resolution of special complaints not covered by the grievance procedure and to dispose of such complaints as they arise and to provide recourse to orderly procedures for their adjustment.

A. Definition

A "special complaint" is a complaint by an employee in the bargaining unit that persons or groups are engaging in a course of harassing conduct, or in acts of intimidation, which are being directed against him in the course of his employment and that the school principal or community or assistant superintendent has not afforded the employee adequate relief against such course of conduct or acts of intimidation.

B. Filing and Priority Handling

A special complaint shall be promptly filed with the Chancellor by the affected employee or, upon his request, by the Union. Such complaint shall receive expedited handling pursuant to this article.

C. Joint Investigation and Informal Resolution

Within twenty-four (24) hours after the special complaint is filed with the Chancellor, a joint investigating committee consisting of one representative designated by the Chancellor and one representative designated by the Union shall investigate the complaint at the school level to ascertain the facts and bring about a prompt resolution of the problem without resort to formal procedures. In the course of its investigation, the joint committee shall confer with the principal of the school, the community or assistant superintendent and other persons involved in the controversy.

D. Administrative Hearing and Continued Attempt at Informal Resolution

If the complaint is not resolved by the joint investigating committee to the satisfaction of the affected employee, he may request a hearing before the Chancellor. Within forty-eight (48) hours after receipt of the request for hearing, the Chancellor, or a representative designated by him, shall hold a hearing at which the joint investigating committee shall report its findings and all persons involved, including the affected employee, shall have an opportunity to be heard. The complaining employee may represent himself at the hearing or, upon request, may be represented by the Union or by a person of his own choosing other than an attorney.

At the hearing the Chancellor or his representative shall
make every effort to resolve the complaint informally and all persons involved shall cooperate toward this end.

E. Decision of the Chancellor

Within seventy-two (72) hours following the close of the hearing, the Chancellor shall notify all parties of his decision and the manner in which it shall be effectuated.

F. Fact Finding and Recommendations

If the complaint is not resolved by the Chancellor the affected employee, or the Union upon his request, may submit it for hearing and fact finding before an arbitrator selected in accordance with Article Fifteen (C) of this agreement. The submission shall be made within ten (10) school days after the issuance of the Chancellor’s decision. The voluntary labor rules of the American Arbitration Association shall apply to the proceeding in so far as they relate to the hearing, fees and expenses.

The fact finder shall render findings not later than seventy-two (72) hours from the date of the close of the hearings or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the fact finder. The findings of fact shall be in writing. The fact finder shall limit his findings strictly to the question whether the employee's complaint has been substantiated by the evidence. If the fact finder finds the complaint to be substantiated and unremedied, he shall recommend an appropriate remedy.

The fact finder shall not interpret or apply the provisions of this agreement or exercise any of the other functions specified in Article Fifteen of this contract, nor shall he exercise any of the powers conferred upon trial examiners pursuant to Section 2590-j 7 (f) of the Education Law.

G. Board Consideration

Within ten (10) days after receipt of the fact finder's report, the Board shall make a determination.

**ARTICLE SEVENTEEN**

**RATES OF PAY AND WORKING CONDITIONS OF PER SESSION COUNSELORS**

**A. Rates of Pay**

The hourly compensation of each per session counselor, as defined in Article One, shall be 1.075 times the rate of pay for per session teachers.
B. Working Conditions

1. Sick Leave

Counselors employed on a regular basis in per session activities will be granted sick leave with pay for absence from duty due to personal illness, as follows:

a. One session during each month of service, or two sessions during the month of August, will be granted to those employed in summer schools.

b. One session after each period of 20 sessions of service will be granted to those employed in evening guidance centers and in after-school guidance activities.

c. Applications for excuse with pay for absence due to personal illness must be accompanied by a certificate of a physician, except that counselors in summer schools shall be granted refunds for illness on application without a statement from a physician for no more than one session per summer.

d. Such sick leave shall not be cumulative from one school year to another school year nor from one per session activity to another per session activity.

2. Retention

Prior service shall govern in the retention of per session counselors employed on a regular basis in per session activities as follows:

a. Counselors with at least two years of continuous satisfactory service in a particular activity shall have priority for retention in the same activity for the following school year. Counselors with retention rights in an activity will not lose those rights if their service is interrupted for a period of not more than one year because of sick leave without pay or involuntary change of day school session, or sabbatical leave. Such counselors must return to service in the same activity at the first reorganization of the activity following the interruption of their service for the reasons stated above.

b. Counselors who have been granted priority for retention in one per session activity shall not be granted such priority for any other per session activity.

c. Counselors will be permitted to serve in more than one per session activity only if no other qualified applicants are available. The Union shall be given a list of per session positions which are held by counselors who have no retention rights in those positions and who are serving in more than one per session activity.

3. Appeals from Unsatisfactory Ratings

Per session counselors who receive unsatisfactory ratings
shall be entitled to the review procedures before the Chancellor as prescribed in Section 105a of the by-laws of the Board of Education.

4. Preference for Positions

Licensed guidance counselors shall be given preference for after-school guidance positions. Licensed guidance counselors within a district shall have preference for selection among other licensed guidance counselor applicants for any guidance positions within a district.

Applicants for per session employment who are not employed in the Board's regular day school program shall be considered for selection only if no qualified day school counselor is available.

5. Counselor Files

The procedures of Article Fourteen, A, entitled "Counselor Files" shall apply to counselor files maintained for their per session employment.

ARTICLE EIGHTEEN
COUNSELORS ASSIGNED

A. Benefits and Working Conditions

Counselors assigned shall be covered by the provisions of this agreement except that:

1. A counselor assigned who has been granted additional compensation by Board resolution shall continue to receive such additional compensation while in such assignment in accordance with the terms of the Board resolution.

2. Only the following provisions of Article Five entitled "Licensure, and Appointment" shall apply: Section B, "Withdrawal of Resignation and Subsequent Reappointment."

3. The following Articles of this Agreement shall not apply: Article Six A, "Hours of Work"; Article Seven, "Assignments"; Article Eleven, "Transfers"; Article Thirteen, "Matters Not Covered" (third paragraph); Article Fourteen E, "Trial Examiner Panel"; Article Sixteen, "Special Complaints" and Article Seventeen, "Rates of Pay and Working Conditions of Per Session Counselors."

B. Assignment as a Counselor Assigned

1. Notice of openings for positions as counselors assigned to district offices or central headquarters shall be posted. The notice shall set forth the job description and qualifica-
tions for the positions. Selection for the positions shall be from among qualified applicants who are regularly appointed counselors. Such notices shall be posted in all schools in the district for a position in a district office; or in all schools in the system for a position at central headquarters.

2. Assignment to a district office or central headquarters will be on a voluntary basis for a specified period of time or without limit of time. At the end of the assignment the counselor shall have the right to return to the district from which he was assigned. In the case of assignment from a high school or bureau the counselor shall have the right to return to his former school or to the bureau.

3. Effective September 9, 1975 a counselor assigned who requests a return to his former position within one year or, if his assignment terminates sooner, at the end of the assignment, shall be returned to his former school in accordance with his seniority.

C. Hours of Service

The hours of service of a counselor assigned shall be thirty-five hours per week, exclusive of a daily one hour lunch period. The daily schedule of work shall be 9 AM to 5 PM unless otherwise specified in the assignment, except that during the summer months the daily schedule of work shall be the same as that of administrative employees of the Board.

D. Work Year

1. The work year of a counselor assigned whose work is preponderantly connected with school year instructional programs, their staff and/or students shall be the same work year as a day school teacher and in addition the counselor assigned may be required to serve a week during the Christmas recess, Easter recess or the summer vacation period.

2. Effective September 1, 1974 the work year for all other counselors assigned shall commence on September 1 of each year and end on the following August 31. During each such work year the counselor assigned shall be granted 31 days vacation to be scheduled during the Christmas recess, Easter recess, summer vacation period and such other periods as can be mutually arranged with the bureau or office head.

ARTICLE NINETEEN
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 ap-
propriate 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.

ARTICLE TWENTY
NO-STRIKE PLEDGE

The Union and the Board recognize that strikes and other forms of work stoppages by counselors 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 TWENTY-ONE
DEFINITIONS

1. Wherever the term "Board" is used in the agreement it shall mean the City Board, it being understood, nevertheless, that this contract is binding on all community school boards in accordance with Section 2590 of the Education Law.

2. Wherever the term "community school board" or "community board" is used in the agreement it shall mean the board of education of a community district.

ARTICLE TWENTY-TWO
NOTICE—LEGISLATIVE ACTION

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

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

ARTICLE TWENTY-THREE
COPY OF AGREEMENT

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

ARTICLE TWENTY-FOUR
DURATION

This agreement and each of its provisions shall be effec-
tive as of September 9, 1975, and shall continue in full force and effect until September 9, 1977.

Negotiations for a subsequent agreement will commence no sooner than October 15, 1976, for budgetary items and no sooner than March 15, 1977, for all other items, upon request of either party filed two weeks before each of these dates.

Dated: Brooklyn, New York, 1975

ISAIAH E. ROBINSON, JR.
President
The Board of Education
of the
City School District
of the
City of New York

ELLEN SCHWARZ
Chairman, Guidance Counselors
United Federation of Teachers, Local 2
American Federation of Teachers, AFL-CIO
### INDEX

<table>
<thead>
<tr>
<th>A</th>
<th>PAGE</th>
<th>ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abnormal absence (See also Leaves and Sick Leave)</td>
<td>C-17</td>
<td>9 A 5</td>
</tr>
<tr>
<td>annual check-ups and lab tests</td>
<td>C-17</td>
<td>9 A 5</td>
</tr>
<tr>
<td>attendance at grievance hearings</td>
<td>C-35</td>
<td>15 B 7</td>
</tr>
<tr>
<td>due to children’s diseases</td>
<td>C-1</td>
<td>9 A 7</td>
</tr>
<tr>
<td>during negotiations</td>
<td>C-23</td>
<td>11 A</td>
</tr>
<tr>
<td>illness after Sept. 1, 1967</td>
<td>C-18</td>
<td>9 A 9</td>
</tr>
<tr>
<td>personal business</td>
<td>C-18</td>
<td>9 A 6</td>
</tr>
<tr>
<td>prior to resignation</td>
<td>C-18</td>
<td>9 A 9</td>
</tr>
<tr>
<td>personal business</td>
<td>C-18</td>
<td>9 A 6</td>
</tr>
<tr>
<td>self-treated</td>
<td>C-18</td>
<td>9 A 9</td>
</tr>
<tr>
<td>Activities Included in Working Time</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(D.S.C.)</td>
<td>C-15</td>
<td>6 B</td>
</tr>
<tr>
<td>Additional Compensation — “600” Schools</td>
<td>C-5</td>
<td>3 A 4</td>
</tr>
<tr>
<td>(D.S.C.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>After School Positions (D.S.C.)</td>
<td>C-42</td>
<td>17 B 4</td>
</tr>
<tr>
<td>Agreement, Copy of</td>
<td>C-44</td>
<td>23</td>
</tr>
<tr>
<td>Annuity Fund — Legislation required</td>
<td>C-13</td>
<td>4 B</td>
</tr>
<tr>
<td>Appointment to new Program, License or Title</td>
<td>C-23</td>
<td>10 B</td>
</tr>
<tr>
<td>Arbitration</td>
<td>C-36</td>
<td>15 C</td>
</tr>
<tr>
<td>grievances (See Grievance Procedure)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>special complaints (See Special Complaints)</td>
<td>C-40</td>
<td>16 F</td>
</tr>
<tr>
<td>Articles of Agreement (See Tables of Contents)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assault Cases</td>
<td>C-16</td>
<td>8 A</td>
</tr>
<tr>
<td>Assignments Limitation on (D.S.C.)</td>
<td>C-15</td>
<td>7 B</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bargaining Unit</td>
<td>C-2</td>
<td>1</td>
</tr>
<tr>
<td>Bargaining, Headquarters Level Only</td>
<td>C-2</td>
<td>9</td>
</tr>
<tr>
<td>“Board”, defined</td>
<td>C-44</td>
<td>21</td>
</tr>
<tr>
<td>Borrowed Sick Leave</td>
<td>C-17</td>
<td>9 A 4</td>
</tr>
<tr>
<td>Chapter Chairman, Representative at principal’s conference</td>
<td>C-27</td>
<td>14 B</td>
</tr>
<tr>
<td>Check-Off</td>
<td>C-25</td>
<td>12 C</td>
</tr>
<tr>
<td>City-Wide Excess</td>
<td>C-21</td>
<td>10 A</td>
</tr>
<tr>
<td>COLA</td>
<td>C-7</td>
<td>3 B</td>
</tr>
<tr>
<td>Community School Board — Defined</td>
<td>C-44</td>
<td>21.2</td>
</tr>
<tr>
<td>Conferences with Teachers</td>
<td>C-15</td>
<td>7 C</td>
</tr>
<tr>
<td>Conformity to Law — Saving Clause</td>
<td>C-43</td>
<td>19</td>
</tr>
<tr>
<td>Consultation Meetings with Bureau</td>
<td>C-26</td>
<td>12 D</td>
</tr>
<tr>
<td>Consumer Price Index</td>
<td>C-7</td>
<td>3 B</td>
</tr>
<tr>
<td>Cost of Living Adjustment</td>
<td>C-7</td>
<td>3 B</td>
</tr>
<tr>
<td>Counselors Assigned</td>
<td>C-42</td>
<td>18 B</td>
</tr>
<tr>
<td>Courses, In-Service</td>
<td>C-7</td>
<td>3 B</td>
</tr>
<tr>
<td>Cumulative Absence Reserves</td>
<td>C-17</td>
<td>9 A</td>
</tr>
<tr>
<td>D</td>
<td>C-13</td>
<td>4 A 8</td>
</tr>
<tr>
<td>Definitions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>“Board”</td>
<td>C-44</td>
<td>21.1</td>
</tr>
<tr>
<td>City-Wide Index</td>
<td>C-26</td>
<td>12 E 2</td>
</tr>
<tr>
<td>“Community School Board”</td>
<td>C-44</td>
<td>21.2</td>
</tr>
<tr>
<td>grievance</td>
<td>C-30</td>
<td>15 A</td>
</tr>
<tr>
<td>Seniority, exceeding</td>
<td>C-21</td>
<td>10 A</td>
</tr>
<tr>
<td>seniority, transfers</td>
<td>C-24</td>
<td>11 A</td>
</tr>
<tr>
<td>special complaints</td>
<td>C-39</td>
<td>16 A</td>
</tr>
<tr>
<td>Differentials (See also salary and Differentials) (D.S.C.)</td>
<td>C-5</td>
<td>3 A 5</td>
</tr>
</tbody>
</table>

C-46
<table>
<thead>
<tr>
<th>Discrimination</th>
<th>C-3</th>
<th>2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Discharge, Probationary</td>
<td>C-28</td>
<td>14 C 1, 2</td>
</tr>
<tr>
<td>Duration of Agreement</td>
<td>C-44</td>
<td>24</td>
</tr>
</tbody>
</table>

**E**

| Estate (D.S.C.) Death Benefits | C-13 | 4 A 8 |
| termination pay | C-18 | 9 A 9 |
| vacation pay | C-8 | 3 D 2 |

**Excessing Rules**

| appointment date determined | C-21 | 10 A  |
| assigned to leave without pay | C-22 | 10 A 2, 3, 4 |
| assigned within District of Central Office | C-22 | 10 A 4 |
| city-wide excess- layoff | C-23 | 10 C |

| employees not accommodated within district | C-22 | 10 A 6 |
| headquarters position abolished | C-22 | 10 A 7 |
| return to former school | C-22 | 10 A 8 |

**Fact Finder (Special Complaints)**

| C-40 | 16 F |

**Fair Practices**

| C-3 | 2 |

**Files, Counselor**

| C-27 | 14 A |

**G**

| Grievance Procedure | C-36 | 15 C |
| appeals arbitration | C-35 | 15 B 6 b, c |
| appeals, chapter rights to initiate | C-31 | 15 B 1 b |
| appeals, second step | C-33 | 15 B 1 c |
| arbitration | C-36 | 15 C |
| arbitration, decision applied similarly | C-36 | 15 C |
| arbitration decision binding | C-36 | 15 C |
| arbitration, initiation of | C-36 | 15 C |
| arbitration, limit on decision | C-37, 38 | 15 C 1, 2, 3 |
| arbitration panel | C-36 | 15 C |

| arbitration, policy applied discriminatorily or arbitrarily | C-36 | 15 C |
| arbitration remedy | C-36 | 15 C |
| chapter representative | C-37 | 15 B 1 a |
| chapter initiation of grievance | C-35 | 15 B 6 b, c |
| conferences, step 1 | C-31 | 15 B 1 a |
| conferences, step 2 | C-31 | 15 B 1 b |
| conferences, step 3 | C-33 | 15 B 1 c |
| conferences, time and place | C-35 | 15 B 7 a |
| definition of | C-30 | 15 A |
| end of term organization | C-34 | 15 B 4 |
| excuse with pay | C-35 | 15 B 7 a |
| grievance dispute over Board policy | C-36 | 15 C |
| group grievance | C-35 | 15 B 6 b |
| hearings, arbitration | C-36 | 15 C |
| leaves | C-34 | 15 B 3 |
| limitations or arbitration | C-38 | 15 D |
| per session employees | C-30, 34 | 15 A, 15 B 2 |
| policy, Board | C-36 | 15 C |

| presented orally or in writing, step 1 | C-31 | 15 B 1 |
| priority handling | C-35 | 15 B 5 |
| representation arbitration | C-36 | 15 C |

| representation by minority organization forbidden | C-36 | 15 B 7 b |
| representation, step 1 | C-31 | 15 B 1 a |
| representation, step 2 | C-31 | 15 B 1 b |
| representation, step 3 | C-33 | 15 B 1 c |
| salary matters | C-34 | 15 B 3 |
| special groups | C-34 | 15 B 2 |
| special types, initiation or appeal | C-35 | 15 B 6 |
| step 1, school or area level | C-30 | 15 B 1 a |
| step 2, office or bureau level | C-31 | 15 B 1 b |
| step 3, Chancellor | C-33 | 15 B 1 c |

C-47
<table>
<thead>
<tr>
<th>Time Limit, Extension of</th>
<th>C-36</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time Limit, Failure to Meet</td>
<td>C-36</td>
</tr>
<tr>
<td>Time Limit, Arbitration</td>
<td>C-36</td>
</tr>
<tr>
<td>Time Limit, Step 1 — Decision</td>
<td>C-31</td>
</tr>
<tr>
<td>Time Limit, Step 2 — Decision</td>
<td>C-31</td>
</tr>
<tr>
<td>Time Limit, Step 3 — Decision</td>
<td>C-33</td>
</tr>
<tr>
<td>Time Limit for Filing — Step 1</td>
<td>C-31</td>
</tr>
<tr>
<td>Time Limit for Filing — Step 2</td>
<td>C-31</td>
</tr>
<tr>
<td>Time Limit for Filing — Step 3</td>
<td>C-33</td>
</tr>
</tbody>
</table>

Grievances Not Covered by Grievance Procedure (See Special Complaints) | C-39 |
|---------------------------------------------------------------|------|

<table>
<thead>
<tr>
<th>Hardship Transfers</th>
<th>C-25</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health Plans</td>
<td>C- 9</td>
</tr>
<tr>
<td>Hospital Insurance</td>
<td>C- 9</td>
</tr>
<tr>
<td>Hours of Work</td>
<td>C-15</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Individual Employee Rights</th>
<th>C- 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual Rights Grievances</td>
<td>C-38</td>
</tr>
<tr>
<td>Information to Chapter</td>
<td>C-26</td>
</tr>
<tr>
<td>Index Ratio, Information to Chapter</td>
<td>C-26</td>
</tr>
<tr>
<td>In-Service Course Credit</td>
<td>C- 7</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Joint Investigation, Special Complaints</th>
<th>C-39</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joint Legislation, Pension and Retirement Plan, Enacted 1970</td>
<td>C-10</td>
</tr>
<tr>
<td>Jury Duty Payment</td>
<td>C-21</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Lay-off (See Excessing)</th>
<th>C-20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leaves (See Absences and Sick Leaves)</td>
<td>C-21</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Legislative Action</th>
<th>C-44</th>
</tr>
</thead>
<tbody>
<tr>
<td>Licensure Regularization</td>
<td>C-14</td>
</tr>
<tr>
<td>List of Vacancies — Transfers</td>
<td>C-23</td>
</tr>
<tr>
<td>Longevity Increments</td>
<td>C- 4</td>
</tr>
<tr>
<td>Loyalty Oath</td>
<td>C- 3</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Maternity</th>
<th>C- 8</th>
</tr>
</thead>
<tbody>
<tr>
<td>pro-rated pay</td>
<td>C-20</td>
</tr>
<tr>
<td>service during leave</td>
<td>C- 8</td>
</tr>
<tr>
<td>vacation pay</td>
<td>C-26</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Matters Not Covered</th>
<th>C-26</th>
</tr>
</thead>
<tbody>
<tr>
<td>all existing determinations</td>
<td>C-26</td>
</tr>
<tr>
<td>continuation of present policies</td>
<td>C-26</td>
</tr>
<tr>
<td>prior consultation on changes</td>
<td>C-26</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Medical Examination Requests</th>
<th>C-29</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical Expenses Reimbursed</td>
<td>C- 9</td>
</tr>
<tr>
<td>Medical Report and Reviews</td>
<td>C-29</td>
</tr>
<tr>
<td>Meetings — Consultation</td>
<td>C-26</td>
</tr>
<tr>
<td>Military Service</td>
<td>C-21</td>
</tr>
<tr>
<td>leaves of absence</td>
<td>C-21</td>
</tr>
<tr>
<td>sick leave rights</td>
<td>C-17</td>
</tr>
<tr>
<td>30 days with pay</td>
<td>C-21</td>
</tr>
<tr>
<td>Negotiating Committee — Excused with Pay</td>
<td>C-25</td>
</tr>
<tr>
<td>No Strike Pledge</td>
<td>C-44</td>
</tr>
<tr>
<td>Official Circulars to Counselors</td>
<td>C-26</td>
</tr>
<tr>
<td>Official Circulars and Directives to Chapter</td>
<td>C-26</td>
</tr>
<tr>
<td>Pay Practices, Board Recommends</td>
<td>C-3</td>
</tr>
<tr>
<td>Pay Rates (P.S.C.)</td>
<td>C-40</td>
</tr>
<tr>
<td>Payment, Semi-Monthly</td>
<td>C-10</td>
</tr>
<tr>
<td>Peace Corps Service</td>
<td>C-21</td>
</tr>
<tr>
<td>Pension and Retirement Program</td>
<td>C-13</td>
</tr>
<tr>
<td>(Reaffirmed)</td>
<td></td>
</tr>
<tr>
<td>Pension and Retirement Program</td>
<td>C-10</td>
</tr>
<tr>
<td>(Legislation enacted in 1970)</td>
<td></td>
</tr>
<tr>
<td>Age 55 Revised Service Fraction Plan</td>
<td>C-11</td>
</tr>
<tr>
<td>average salary — last year's</td>
<td></td>
</tr>
<tr>
<td>death benefit</td>
<td>C-13</td>
</tr>
<tr>
<td>&quot;death gamble&quot;</td>
<td>C-13</td>
</tr>
<tr>
<td>disability retirement</td>
<td>C-12</td>
</tr>
<tr>
<td>accidental — service connected</td>
<td>C-12</td>
</tr>
<tr>
<td>ordinary</td>
<td>C-12</td>
</tr>
<tr>
<td>Improved Pension Plan</td>
<td>C-11</td>
</tr>
<tr>
<td>benefits</td>
<td>C-11</td>
</tr>
<tr>
<td>eligibility</td>
<td>C-11</td>
</tr>
<tr>
<td>member's contributions</td>
<td>C-11</td>
</tr>
<tr>
<td>legislation jointly prepared</td>
<td>C-10</td>
</tr>
<tr>
<td>payment of pension deferred</td>
<td>C-12</td>
</tr>
<tr>
<td>presumptive retirement (death gamble)</td>
<td>C-12</td>
</tr>
<tr>
<td>take-home pay increased</td>
<td>C-12</td>
</tr>
<tr>
<td>vested retirement rights</td>
<td>C-12</td>
</tr>
<tr>
<td>Pension Benefits (9/8/69) Same Benefits as in other Board of Education Systems</td>
<td>C-13</td>
</tr>
<tr>
<td>Pension Credit, Teaching Service</td>
<td>C-13</td>
</tr>
<tr>
<td>Per Session Counselors</td>
<td>C-40</td>
</tr>
<tr>
<td>absence due to illness</td>
<td>C-41</td>
</tr>
<tr>
<td>absence not cumulative</td>
<td>C-41</td>
</tr>
<tr>
<td>appeals, U-rating</td>
<td>C-41</td>
</tr>
<tr>
<td>grievances</td>
<td>C-41</td>
</tr>
<tr>
<td>preference to licensed counselors</td>
<td>C-42</td>
</tr>
<tr>
<td>rates of pay</td>
<td>C-40</td>
</tr>
<tr>
<td>refunds for illness</td>
<td>C-41</td>
</tr>
<tr>
<td>retention, priority service in activity</td>
<td>C-41</td>
</tr>
<tr>
<td>priority in one activity</td>
<td>C-41</td>
</tr>
<tr>
<td>serve in more than one activity</td>
<td>C-41</td>
</tr>
<tr>
<td>sick leave</td>
<td>C-41</td>
</tr>
<tr>
<td>U-rating, review procedure</td>
<td>C-41</td>
</tr>
<tr>
<td>Preference to Licensed Counselors (P.S.C.)</td>
<td>C-42</td>
</tr>
<tr>
<td>Property Loss Personal School</td>
<td>C-9</td>
</tr>
<tr>
<td>School</td>
<td>C-10</td>
</tr>
<tr>
<td>Rates of Pay (P.S.C.)</td>
<td>C-40</td>
</tr>
<tr>
<td>Re-employment after Resignation</td>
<td>C-14</td>
</tr>
<tr>
<td>Regularized Licensure</td>
<td>C-14</td>
</tr>
<tr>
<td>Resignation withdrawal</td>
<td>C-14</td>
</tr>
<tr>
<td>Retention (P.S.C.)</td>
<td>C-41</td>
</tr>
<tr>
<td>Retirement Credit, Teaching Service Leaves Recommended</td>
<td>C-13</td>
</tr>
<tr>
<td>Leaves Recommended</td>
<td>C-20</td>
</tr>
<tr>
<td>Restriction on Union Activities</td>
<td>C-25</td>
</tr>
</tbody>
</table>
Review Procedures, Per Session Employee
Probationary

Safety Program
C-16

Sabbatical Leaves
C-18
C-19
C-18
C-19
C-19
C-18, 19

Probationary

Denial of
Eligibility
Probationary Period
Rate of Compensation
"Special" (Restoration of health)

Salary Differentials (D.S.C.)
C-3
C-5
C-3
C-5
C-3
C-3
C-17
C-18
C-18
C-34
C-41
C-18
C-18
C-18
Special Complaints
C-39
C-39
C-4
C-40

Administrative Hearing
Arbitrator, Fact-Finder
Board Consideration
Complaints not covered by Grievance Procedure
Decision of Chancellor
Defined
Determination by Board
Filing of
Informal Resolution
Joint Investigation
Limitation on Fact-Finder
Priority Handling
Time Limits at Each Step

Summons
C-27

Supplemental Benefits
C-9

Suspension
C-28

Sick Leave (See also Absence and Leaves)
(D.S.C.)
Borrowed Additional Sick Leave
Due to Children's Illness
Estate
Grievance on
Per Session Counselors (P.S.C.)
Resignation
Retirement
Termination Pay

Special Complaints
C-39
16

Administrative Hearing
Arbitrator, Fact-Finder
Board Consideration
Complaints not covered by Grievance Procedure
Decision of Chancellor
Defined
Determination by Board
Filing of
Informal Resolution
Joint Investigation
Limitation on Fact-Finder
Priority Handling
Time Limits at Each Step

Summons
C-27

Supplemental Benefits
C-9

Suspension
C-28

Termination Pay
C-18

Time Limits (See Grievance Procedure and Special Complaints)

Transfers
C-23
C-24
C-23
C-25

In Districts above City — Index
Plan Not Applicable in Special Education
Seniority
Special Service School
Vacancy List
Vacancy Defined

C-50
<table>
<thead>
<tr>
<th>Topic</th>
<th>PAGE</th>
<th>ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel Expenses Reimbursed</td>
<td>C-10</td>
<td>3 J</td>
</tr>
<tr>
<td>Trial Examiner Panel</td>
<td>C-29</td>
<td>14 E</td>
</tr>
<tr>
<td>Union Activities — Restriction on</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Union Recognition</td>
<td>C-25</td>
<td>12 A</td>
</tr>
<tr>
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<td>17 B 3</td>
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<tr>
<td>Vacation Pay Credit</td>
<td>C-8</td>
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<tr>
<td>VISTA Service</td>
<td>C-9</td>
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</tr>
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<td>Welfare Benefits (D.S.C.)</td>
<td>C-9</td>
<td>3 E</td>
</tr>
<tr>
<td>Withdrawal of Resignation and Subsequent Re-employment</td>
<td>C-14</td>
<td>5 B</td>
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<tr>
<td>Working Conditions (D.S.C.) (See Items and Table of Contents)</td>
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<td>Working Conditions (P.S.C.) (See Items and Table of Contents)</td>
<td>C-40</td>
<td>17</td>
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</tbody>
</table>
AGREEMENT

between

THE BOARD OF EDUCATION

of the

City School District

of the

City of New York

and

LABORATORY SPECIALISTS
AND TECHNICIANS CHAPTER

UNITED FEDERATION OF TEACHERS

Local 2, American Federation
of teachers, AFL-CIO

covering

LABORATORY SPECIALISTS
AND
LABORATORY TECHNICIANS

September 9, 1975-September 9, 1977
| Article One — Union Recognition | D- 2 |
| Article Two — Fair Practices | D- 3 |
| Article Three — Salaries and Benefits | D- 3 |
| A. Salaries and Differentials | D- 3 |
| 1. Salary Schedules IIc | D- 3 |
| 2. Longevity Increments: | |
| Laboratory Specialists | D- 4 |
| 3. First Salary Differential | D- 5 |
| 4. Eligibility Requirements | D- 5 |
| 5. Salary Schedules IIc-b | D- 5 |
| 6. Longevity Increments | |
| Laboratory Technicians | D- 6 |
| 7. Substitute Employees | D- 6 |
| 8. Salary Re-Opener | D- 7 |
| B. Cost-of-Living Adjustment | D- 7 |
| C. Salary Credit | D- 8 |
| 1. Regular Substitute Service | D- 8 |
| 2. Per Diem Substitute Service | D- 8 |
| 3. Related Experience | D- 9 |
| D. Credit for In-Service Courses | D- 9 |
| E. Vacation Pay | D- 9 |
| 1. Summer Vacation Pay | D- 9 |
| 2. Vacation Pay Credit and Service Credit | D-10 |
| F. Welfare Benefits | D-10 |
| 1. Choice of Health Plans | D-10 |
| 2. Supplemental Benefits | D-10 |
| G. Reimbursement for Medical Expenses | D-11 |
| H. Damage or Destruction of Property | D-11 |
| I. Semi-Monthly Payment | D-11 |
| J. Pay Practices | D-11 |
| Article Four — Pension and Retirement Program | D-12 |
| A. Pension and Retirement Program Benefits | D-12 |
| 1. Last Year's Average Salary | D-12 |
| 2. New Pension Plan Benefits | D-12 |
| a. Improved Pension Plan | D-12 |
| (1) Retirement Eligibility | D-12 |
| (2) Benefits | D-12 |
| (3) Members' Contributions | D-12 |
| b. Age 55 Revised Service Fraction Plan | D-13 |
| 3. Increased-Take-Home-Pay | D-13 |
4. Vested Retirement Rights D-13
5. Presumptive Retirement (Death Gamble) D-13
6. Ordinary Disability Retirement D-13
7. Accidental Disability D-14
8. Death Benefit D-14
B. Annuity Fund D-14
C. Support for Program D-15
D. Board of Education Retirement System D-15

Article Five — Licensure, Assignment and Appointment D-15
A. Regularized Licensure D-15
B. Assignment During First Fifteen Days D-16
C. Withdrawal of Resignation and Subsequent Re-Employment D-16

Article Six — Hours D-16
A. Lunch Period D-16
B. Relief Periods D-16
C. Work Year D-16

Article Seven — Limitation on Assignments D-17

Article Eight — Safety D-17
A. Assistance in Assault Cases D-17
B. School Safety Plan D-18

Article Nine — Leaves D-18
A. Cumulative Absence Reserves and Sick Leave D-18
B. Sabbatical Leaves D-20
C. Leaves of Absence Without Pay D-22
  1. Purposes for Which Granted D-22
  2. Per Diem Service While on Leave D-22
D. Military Service Pay D-23
  1. Excuse for Selective Service Examination D-23
  2. Pay During Military Service D-23
E. Payment for Jury Duty D-23
F. Continuity of Service D-23

Article Ten — Retention, Excessing and Layoff D-23
A. Retention of Regular Substitutes D-23
B. Excessing Rules D-24
C. Appointment to New Program, License or Title D-25
D. Layoff D-25

Article Eleven — Transfers D-26
Article Twelve — Union Activities, Privileges and Responsibilities

A. Restriction on Union Activities

B. Time for Chapter Chairman

C. Exclusive Check-Off

D. Consultation with Chapter Committee

E. Information to the Chapter

F. Information at the School

Article Thirteen — Matters Not Covered

Article Fourteen — Due Process and Review Procedures

A. Employee Files

B. Summons

C. Discontinuance of Probationary Service

D. Suspension

E. Trial Examiner Panel

F. Medical Review Procedures

1. Requests for Medical Examination

2. Injury in the Line of Duty

3. Medical Report and Review

Article Fifteen — Grievance Procedure

A. Definition

B. Adjustment of Grievances

1. General Procedures
   a. School Level (Step 1)
   b. District Level (Step 2)
   c. Chancellor (Step 3)

2. Procedures for Per Session Grievances

3. Special Procedures for Grievances Relating to Salary and Leave Matters

4. Priority Handling of Grievances

5. Initiation or Appeal of Special Types of Grievances or Complaints

6. Appearance and Representation

7. Time Limits

C. Arbitration

D. General Provisions as to Grievances and Arbitration

Article Sixteen — Special Complaints

A. Definition

B. Filing and Priority Handling

C. Joint Investigation and Informal Resolution
D. Administrative Hearing and Continued Attempt at Informal Resolution .......... D-41
E. Decision of the Chancellor ........................................ D-41
F. Fact Finding and Recommendations ................................ D-41
G. Board Consideration ................................................ D-42

Article Seventeen — Rates of Paying and Working Conditions of Per Session Laboratory Specialists ........................................ D-42

A. Rates of Pay .................................................................. D-42
B. Working Conditions ........................................................ D-42
   1. Sick Leave ................................................................... D-42
   2. Selection ....................................................................... D-42
   3. Retention ....................................................................... D-43
   4. Appeals from Unsatisfactory Ratings ............................. D-43
   5. Laboratory Specialist Files ......................................... D-43

Article Eighteen — Conformity to Law — Saving Clause .......... D-44

Article Nineteen — No-Strike Pledge ..................................... D-44

Article Twenty — Definitions .............................................. D-44

Article Twenty-One — Notice — Legislative Action ................. D-44

Article Twenty-Two — Copy of Agreement .............................. D-45

Article Twenty-Three — Duration ........................................ D-45
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 LABORATORY SPECIALISTS AND TECHNICIANS CHAPTER, UNITED FEDERATION OF TEACHERS, LOCAL 2, AMERICAN FEDERATION OF TEACHERS, AFL-CIO (hereinafter referred to as the "Union" or the "Chapter"): 

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, in a special referendum conducted among the professional educational personnel, over seventy percent of those who participated favored collective bargaining as a way of conducting their relations with the Board; 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 Chapter filed a request to be certified as the exclusive bargaining representative of all employees employed by the Board of Education in the titles of Laboratory Specialist and Laboratory Technician and more than fifty percent of the employees in such titles authorized the check-off of dues in behalf of the Chapter, and the Superintendent determined the unit to be appropriate, and the Board issued a Certificate of Exclusive Bargaining Status on August 26, 1964; and

WHEREAS, the Union has shown by satisfactory evidence that it represents a majority of those employed as per session laboratory specialists; and

WHEREAS, an agreement heretofore entered into by and between the parties on September 8, 1972, expired on September 9, 1975; and

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

The Board recognizes the Union as the exclusive bargain-
ing representative for a unit of all those employed in the titles
of Laboratory Specialist and Laboratory Technician, in-
cluding regular substitutes and all those employed in the title
of per session Laboratory Specialist but excluding per diem
substitutes. Laboratory Specialists and Laboratory Techni-
cians in the unit are hereinafter referred to as "laboratory
specialists and laboratory technicians" or "employees".

During the term of this agreement should the Board
employ a new title or category of employees having a com-
munity of interest with employees in an existing bargaining
unit described herein, employees in such new title or
category shall be included within the existing bargaining unit
where they have a community of interest, and upon request
of the union the parties shall negotiate the terms and condi-
tions 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 employ-
ment applicable to employees in an existing bargaining unit
as a result of the Board's redesignation of the title or
category of employees in the unit.

It is understood that all collective bargaining is to be con-
ducted at Board headquarters level. There shall be no
negotiation with the Union at any other level.

Nothing contained herein shall be construed to prevent
any Board official from meeting with any employee
organization representing laboratory specialists and
laboratory technicians 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 Chapter shall be informed of the
meeting and, as to those matters, any changes or modifica-
tions shall be made only through negotiation with the
Chapter.

Nothing contained herein shall be construed to prevent
any individual employee from (1) informally discussing a
complaint with his immediate superior or (2) processing a
grievance in his own behalf in accordance with the grievance
procedure hereinafter set forth in Article 15.

Nothing contained herein shall be construed to deny to any
employee his rights under Section 15 of the New York Civil
Rights Law or under the State Education Law or under ap-
licable civil service laws and regulations.
ARTICLE TWO
FAIR PRACTICES

The Union agrees to maintain its eligibility to represent all laboratory specialists and laboratory technicians 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.

The Board agrees that it will not require any employee to complete an oath or affirmation of loyalty unless such requirement is established by law.

The Board of Education agrees that, as a result of the strike and its related activities, it will not dismiss, demote, discipline, or otherwise act against any staff member because of his or her participation in said strike or related activities. Specifically excluded from the foregoing are any and all provisions of the Taylor Law (New York Civil Service Law, Section 200 et seq.), none of which are waived hereby.

Any records of court proceedings or other memoranda relating to job action or strike shall not be put in a staff member's permanent file, except as required by law.

ARTICLE THREE
SALARIES AND BENEFITS

A. Salaries and Differentials

The salaries and differentials of employees covered by this agreement, and the eligibility requirements therefor, shall be as follows:

1. Salary Schedules IIc

The following salary schedule shall apply to those employed in the title of laboratory specialist:

<table>
<thead>
<tr>
<th>Salary Step</th>
<th>Effective September 9, 1974</th>
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</thead>
<tbody>
<tr>
<td>1A</td>
<td>$9,000</td>
</tr>
</tbody>
</table>
All regularly appointed laboratory specialists will advance to the next step in the salary schedule on the anniversary date of their appointment, and on March 1 of each year until they have advanced to the last step of the salary schedule.

2. Longevity Increments: Laboratory Specialists

Effective October 1, 1975 or on such October 1 thereafter as the requirements shall be met, additional compensation shall be paid to those employees eligible therefor pursuant to the conditions and at the rates set forth below. Such additional compensation shall be known as the "longevity increment" and the gross annual salary rates of laboratory specialists to whom said longevity increment is payable shall be computed by adding the sum provided per annum to the rates ascertained without consideration of said longevity increment. Longevity increments shall be payable as follows:

a. Appointed laboratory specialists with ten years of pedagogical service but less than fifteen years in the New York City public school system as of October 1, 1975 or any subsequent October 1 shall have their gross annual salary rates computed by adding the sum of $560.00 per annum to the rates ascertained without consideration of such longevity increment.

b. Appointed laboratory specialists with fifteen years of pedagogical service or more in the New York City public school system as of October 1, 1975 or any subsequent October 1 shall have their gross annual salary rates computed by adding the sum of $1,120.00 per annum, (inclusive of the longevity increment provided in paragraph (a) above) to the rates ascertained without consideration of such longevity increment.
3. First Salary Differential

The first salary differential is additional compensation added to the gross annual salary rates of laboratory specialists who qualify for it. The amount of the first salary differential shall be at the rate of $500 per annum. Effective September 9, 1974, the first salary differential shall be at the rate of $625 per annum.

4. Eligibility Requirements

a. Advancement by increments to salary steps shall be conditioned upon regulations adopted by the Board of Education upon the recommendation of the Chancellor.

b. The first salary differential shall be paid to a laboratory specialist who qualifies by reason of having met any of the following requirements:

   (1) Thirty semester hours of approved study beyond the baccalaureate;

   (2) Effective July 1, 1965, 30 semester hours of approved study beyond the academic qualifications submitted and accepted for the license when a baccalaureate or its equivalent was not required to qualify for such license.

c. Qualification for the differential and the effective date thereof shall be evidenced by a certificate issued by the Chancellor in accordance with appropriate regulations approved by the Board of Education.

d. When the payment of a salary differential is based upon completion of additional approved study, qualification for the differential and the effective date thereof shall be evidenced by a certificate issued by the Chancellor in accordance with appropriate regulations approved by the Board of Education.

All college credits creditable toward college work in excess of the number required for the baccalaureate, whether earned before or after graduation, shall be applicable for differential purposes.

5. Salary Schedules IIc-b

The following salary schedules shall apply to those employed in the title of Laboratory Technician:

<table>
<thead>
<tr>
<th>Salary Step</th>
<th>Rates</th>
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<tbody>
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<td>1A</td>
<td></td>
<td>$8,497</td>
</tr>
<tr>
<td>1B</td>
<td></td>
<td>8,497</td>
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<tr>
<td>2A</td>
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<tr>
<td>2B</td>
<td></td>
<td>9,042</td>
</tr>
<tr>
<td>3A</td>
<td></td>
<td>9,662</td>
</tr>
</tbody>
</table>
Art. 3 A 6

3B....................................................................................... 9,892
4A........................................................................................10,137
4B...................................................... 10,367
5A........................................................................................10,597
5B........................................................................................10,827
6A........................................................................................11,072

All regularly appointed laboratory technicians will advance to the next step in the salary schedule on the anniversary date of their appointment and on March 1 of each year until they have advanced to the last step of the salary schedule.

6. Longevity Increments: Laboratory Technicians

Effective October 1, 1975 or on such October 1 thereafter as the requirements shall be met, additional compensation shall be paid to those eligible therefor pursuant to the conditions and at the rates set forth below. Such additional compensation shall be known as the "longevity increment" and the gross annual salary rates of laboratory technicians to whom said longevity increment is payable shall be computed by adding the sum provided per annum to the rates ascertained without consideration of said longevity increment. Longevity increments shall be payable as follows:

a. Appointed laboratory technicians with ten years of pedagogical service but less than fifteen years in the New York City public school system as of October 1, 1975 or any subsequent October 1 shall have their gross annual salary rates computed by adding the sum of $500.00 per annum to the rates ascertained without consideration of such longevity increment.

b. Appointed laboratory technicians with fifteen years of pedagogical service or more in the New York City public school system as of October 1, 1975 or any subsequent October 1 shall have their gross annual salary rates computed by adding the sum of $1,000.00 per annum, inclusive of the longevity increment provided in paragraph (a) above, to the rates ascertained without consideration of such longevity increment.

7. Substitute Employees

Persons licensed and employed as regular substitute employees shall be paid as follows:

a. Regular substitute laboratory specialists, when assigned as such, shall be compensated at the first salary step in Schedule IIc or at such salary step and rate as may be payable pursuant to a certificate of salary fixation issued by the Chancellor in accordance with appropriate regulations. Regular substitute laboratory specialists will advance to the next step in the salary schedule upon completion of each full
year of regular substitute service and on March 1 of each year but not beyond step 4A of the salary schedule.

Regular substitute laboratory specialists may qualify for the first salary differential by meeting the appropriate eligibility requirements set forth in paragraph 3, above, subject to the limitation that such substitutes may not be advanced beyond salary step 4A.

b. Regular substitute laboratory technicians, when assigned as such, shall be paid at such salary step and rate in Schedule IIc-b as may be payable pursuant to a certificate of salary fixation issued by the Chancellor in accordance with appropriate regulations. Regular substitute laboratory technicians will advance to the next step in the salary schedule upon completion of each full year of regular substitute service and on March 1 of each such year but not beyond step 4A of the salary schedule.

8. Salary Re-Opener

On or before July 1, 1976, the Union may notify the Board that it desires to reopen the agreement for purposes of negotiating and reaching agreement on adjustments in salary and differentials. The parties shall commence negotiations at the earliest convenient date thereafter. In the event they are unable to reach agreement relative to salaries and differentials for the 1976-77 contract year on or before 12:01 A.M. September 9, 1976, the dispute shall be submitted to final and binding arbitration. A Panel of Arbitration shall be established of three arbitrators, one selected by the Board, one by the Union, and the third selected by the other two from a panel submitted by the American Arbitration Association. Any changes or adjustments resulting from agreement between the parties or the Award of the Panel of Arbitration shall be effective 12:01 A.M., September 9, 1976 unless specifically provided otherwise.

Should the Union not give notice to the Board of a desire to reopen, as set forth hereinabove, then the agreement shall be renewed without change for the 1976-77 contract year.

B. Cost-of-Living Adjustment

1. If the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers, New York, New York - Northeastern New Jersey (Base Year 1967 equals 100) when published by the Bureau of Labor Statistics, U.S. Department of Labor, for June 1975 exceeds the index for September 1974, the Board shall pay effective December 1, 1975, to all employees in active service with one year or more of continuous service a cost-of-living adjustment (COLA) in the amount of twenty-one dollars ($21) times each full four-tenths (0.4) of a point increase in such Index, but such cost-of-
living adjustment shall not exceed $300.

2. If the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers, New York, New York - Northeastern New Jersey (Base Year 1967 equals 100) when published by the Bureau of Labor Statistics, U.S. Department of Labor, for June 1976 exceeds the Index for September 1975, the Board shall pay effective December 1, 1976 to all employees in active service with one year or more of continuous service a cost-of-living adjustment (COLA) in the amount of twenty-one dollars ($21) times each full four-tenths (0.4) of a point increase in such Index.

3. Any such cost-of-living adjustment shall not become part of the basic annual salary rates for any employee receiving same.

4. Continuity of service for purposes of this provision shall not be deemed to be interrupted by absence determined to be due to illness, accident, injury suffered in line of duty, or for approved leave without pay or layoff not exceeding three months.

C. Salary Credit

1. Regular Substitute Service

An appointee as a regular laboratory specialist who has performed prior satisfactory service as a regular substitute laboratory specialist (or an appointee as a regular laboratory technician who has performed prior satisfactory service as a regular substitute laboratory technician) for a period of one or more terms during the 10 year period preceding his appointment shall be placed in the appropriate salary schedule as though all such regular substitute service had been performed in the capacity of a regular laboratory specialist (or regular laboratory technician); and such appointee shall be given salary credit for each term of such regular substitute service preceding appointment.

2. Per Diem Substitute Service

An appointee as a regular laboratory specialist (or an appointee as a regular laboratory technician) shall be granted one year of salary credit for each 175 days of prior satisfactory service as a substitute laboratory specialist (or as a substitute laboratory technician) in the day public schools of the City of New York, provided that such substitute service was performed during the period of five years immediately prior to appointment.

An appointee as a regular laboratory specialist or laboratory technician who has had 95 or more days of such substitute service, but less than 175 days, or who has 95 or
more days in excess of 175 days or multiple thereof, shall receive one term of salary credit.

An appointee as a regular laboratory specialist or laboratory technician who has had three years or more of such substitute service during the period of five years immediately prior to appointment shall receive salary credit, similarly computed, for substitute service rendered during the period of ten years immediately prior to appointment.

Newly appointed persons shall enter at a salary step not higher than step 6A and shall receive salary credit for each term up to 20 of prior regular substitute service and prior per diem substitute service.

3. Related Experience

An appointee as a regular laboratory specialist or a substitute licensed on or after July 1, 1967, shall be granted salary credit for appropriate experience in a related profession or mercantile or industrial occupation on a year for year basis up to a maximum of five years.

D. Credit for In-Service Courses

Where records of in-service courses needed to establish eligibility for salary differential are not available, an affidavit by the employee-applicant for salary differential shall be accepted by the Board in lieu of other evidence of course completion, provided that such affidavit includes the following:

1. Approximate date of completion of the course;
2. Such description of the course as the applicant can furnish;
3. A statement that the employee-applicant received a salary increment during the year that he completed the course and that such increment was granted upon submission of evidence of completion of the course;
4. A statement that the employee-applicant did not during the year in question qualify for salary increment on any basis other than the completion of the in-service course.

E. Vacation Pay

1. Summer Vacation Pay

Effective September 9, 1975, summer vacation pay shall be pro-rated for the school year in which employees are appointed and for the school year in which their service ceases on the following basis: Employees who are appointed after the start of the school year and employees who are terminated, laid off, resign, or retire on/or before the end of the school year shall receive vacation pay for the summer following their appointment or cessation of service as follows: one-tenth of the amount of the vacation pay which would be payable for a full school year's service shall be paid for each
month of service or major fraction thereof during the school year in which they are appointed or cease service except that service of less than a major fraction during the first month of appointment shall be credited for summer vacation pay. The pro-rating of summer vacation pay for the year in which employees are appointed and for the year in which their service ceases in accordance with this provision shall not diminish the employee's entitlement to any other benefit including health insurance and welfare coverage he would have received under the prior method of payment.

An employee who serves as a regular or per diem substitute and is appointed after the beginning of the school year shall be entitled to the additional vacation pay of a regular or per diem substitute for the year in which he is appointed on the basis of his substitute service prior to his appointment.

2. Vacation Pay Credit and Service Credit
   a. The estate of an employee who dies during the school year shall receive a pro rata amount, based on the length of employment during the school year, of the vacation pay he would have received had he been employed during the entire school year. This section shall not apply to those employees who are presumed to have retired on the day immediately preceding their death pursuant to Section B 20-410 of the Administrative Code of the City of New York, as amended.
   b. A regularly appointed employee who has rendered actual service during any school year covered in part by leave of absence for maternity and child care shall be given credit for salary increment purposes for any pro-rata vacation pay received for such service.

F. Welfare Benefits
   1. Choice of Health Plans
      The Board agrees to arrange for, and make available to each employee a choice of health and hospital insurance coverage from among designated plans and the Board agrees to pay the full cost of such coverage.
      Effective September 9, 1975 regularly appointed employees who are laid off and who are covered by a health and hospital insurance plan at the time they are laid off shall continue to be so covered for ninety days from the day on which they are laid off, and the Board will pay the full cost of such coverage. For purposes of implementing this provision employees who were laid off between September 1, 1975 and September 9, 1975 shall be deemed to have been laid off on September 9, 1975 and their coverage shall be continuous from that date.

   2. Supplemental Benefits
      Effective September 9, 1975 until October 1, 1975 the Board
will provide funds at the rate of $370.00 per year on a pro-rata basis per month on behalf of each employee, for the purpose of making available for each employee supplemental welfare benefits and for the purpose of making available college scholarships for children from low income families graduating from the city's public high schools under a plan to be devised and established jointly by representatives of the Union and of the Board.

Effective October 1, 1975 the Board will provide for such purpose further additional funds at the rate of $50.00 per year per employee, for a total of $420.00 per year.

Effective October 1, 1976 the Board will provide for such purpose further additional funds at the rate of $50.00 per year per employee, for a total of $470.00 per year.

Effective September 9, 1975 the Board will continue to make payments for supplemental benefits at the rates per year set forth herein on a pro-rata basis per month for ninety days from the day of layoff on behalf of each regularly appointed employee who is laid off.

G. Reimbursement for Medical Expenses

Employees shall be reimbursed by the Board for reasonable medical expenses, not exceeding $750, incurred because of injuries in the line of duty, to the extent that such expenses are not covered by insurance.

H. Damage or Destruction of Property

1. The Board of Education 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 the school, or while on duty on a field trip of personal property normally worn to or brought into a school, or on field trip, 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.

2. Employees shall not be held responsible for loss within the school of school property or children's property when such loss is not the fault of the employee.

This does not exonerate the employee from responsibility for school property in his charge.

I. Semi-Monthly Payment

Salary payment will be made on a semi-monthly basis.

J. Pay Practices

The Board will recommend to the Comptroller of the City of New York that he itemize more fully employee checks and that he provide accompanying explanations when lump sum payments are made.
ARTICLE FOUR
PENSION AND RETIREMENT PROGRAM

A. Pension and Retirement Program Benefits

As provided in legislation, jointly sponsored by the Board and the Union, which was enacted in the 1970 session of the New York State Legislature, the benefits of the Pension and Retirement Program, limited to employees of the New York City Board of Education who are contributors to the New York City Teachers' Retirement System and who are in the collective bargaining unit for which this collective bargaining contract is entered into and signed by the New York City Board of Education and the United Federation of Teachers, are:

1. Last Year's Average Salary
Retirement benefits are based on the last year's salary.

2. New Pension Plan Benefits
   a. Improved Pension Plan
      (1) Retirement Eligibility
          A member may retire on completion of a minimum of 20 years of City service, benefit payments to be deferred until the date on which he would have completed 25 years of service if he had remained in the employ of the Board of Education but not earlier than his attainment of age 55.
      
      (2) Benefits
          For the first 20 years of City service, a retirement allowance equal to ½ of final year's salary, which will include an annuity based on the member's accumulated contributions, a pension for ITHP and a City pension which provides the balance of the retirement allowance (½ final year's salary).

          For each year of total service in excess of the required 20 years, an additional allowance consisting of, (a) a pension based on 1.2% of final year's salary for each year of such additional service prior to July 1, 1970, and 1.7% of final year's salary for each such additional year of service subsequent to June 30, 1970; (b) an annuity based on contributions in excess of those required during the 20 year period prior to eligibility for retirement; and (c) a pension based on ITHP accumulated subsequent to the member's 20th year of service.

      (3) Members' Contributions
          Members shall contribute at a rate calculated to provide an annuity equal to ¼th of the retirement allowance at the completion of 20 years of service and shall not be required to
contribute thereafter. For members of the system on the effective date of this legislation, contribution rates shall be based on an equated age at time of entry and computed as though this plan had always been in effect.

b. Age 55 Revised Service Fraction Plan

(1) Members who do not elect "Improved Pension Plan" may retire at age 55 regardless of years of service. Benefit payments become payable immediately upon retirement.

(2) A retirement allowance consisting of an annuity based on the member's accumulated deductions at time of retirement, an ITHP pension based on the ITHP accumulations at the time of retirement and a pension based on 1.2% of the final year's salary for each year of service rendered prior to July 1, 1970, and 1.53% of final year's salary for each year of service rendered subsequent to June 30, 1970.

(3) Rates of contribution shall be the same as would be required under the existing 1% — age 55, 25 years of service retirement plan.

3. Increased-Take-Home-Pay

Beginning July 1, 1970, the Increased-Take-Home-Pay contributions shall be fixed at 5%.

4. Vested Retirement Rights

Members of the Age 55 Revised Service Fraction Plan shall be eligible for deferred benefits after 15 years of accredited service, five of which must immediately precede discontinuance of service.

The deferred retirement which vests immediately upon resignation shall become payable at age 55, providing the member has not withdrawn his accumulated contribution. At the time the deferred retirement allowance becomes payable, the member shall receive a retirement allowance consisting of (a) an annuity based on the member's accumulated deductions at time of retirement; (b) ITHP pension based on ITHP accumulations at retirement, and (c) a pension based on 1.2% of last year's salary for each year of service prior to July 1, 1970, and 1.53% of final year's salary for each year of service rendered subsequent to June 30, 1970.

5. Presumptive Retirement (Death Gamble)

The existing provisions of the Death Gamble Law will be applicable to members who die in service after having become eligible for service retirement under the plan elected by the member, if greater than the ordinary death benefit.

6. Ordinary Disability Retirement

Any member who becomes disabled on completion of at least 10 years of City service will be eligible for a disability...
Art. 4 A2 b (7)

retirement. On retirement for disability he will be entitled to (a) a pension of 1.2% of final year's salary for service accredited prior to July 1, 1970 and 1.53% of final year's salary for each year of service accredited subsequent to June 30, 1970, (b) an annuity based on the member's accumulated deductions at retirement, and (c) a pension for Increased-Take-Home-Pay based on the member's Increased-Take-Home-Pay accumulations at retirement.

7. Accidental Disability

Members who incur a service connected disability shall be eligible to retire for accidental disability retirement regardless of service. The member shall be entitled to (a) a pension equal to \( \frac{3}{4} \)ths of the final 5 year average salary, (b) an annuity based on the member's accumulated deductions at retirement, and (c) a pension for Increased-Take-Home-Pay based on the member's ITHP accumulations at retirement.

8. Death Benefit

A person who dies before becoming eligible for retirement is entitled to the following benefits:

a. A member with less than 10 years of City service: a benefit equal to (a) an amount equal to salary for six month period immediately preceding death, (b) his accumulated deductions and (c) his reserve for ITHP.

b. A member with at least 10 but less than 20 years of City service: a benefit equal to (a) an amount equal to his salary for the 12 month period immediately preceding death, (b) his accumulated deductions and (c) his reserve for ITHP.

c. A member with 20 years or more of City service: a benefit equal to (a) an amount equal to twice his final year's salary, (b) his accumulated deductions and (c) his reserve for ITHP.

9. Cost-of-Living Legislation

The Board and the Union will support legislation to provide a cost-of-living adjustment to all present pre-July 1, 1970 retirees based on the 1974 Consumer Price Index.

B. Annuity Fund

The Board shall contribute at the rate of $400 per year to the Teachers' Retirement System to be credited monthly to the annuity account of each laboratory specialist and laboratory technician who is at the maximum step of his salary schedule.

The Board will seek such legislation as may be necessary to provide for these annuity contributions. In the event that necessary enabling legislation is not enacted, the Board will
pay monthly to each laboratory specialist and laboratory technician covered in the preceding paragraph at the rate specified above.

C. Support for Program

With respect to pensions and retirement, the Board hereby affirms its support of the following program:

1. One year of pension credit shall be granted for each 180 days of substitute service.

2. Employees shall be entitled to credit for all teaching service in New York City or elsewhere rendered before entry into the Teachers’ Retirement System of the City of New York and for such non-teaching service as may be acceptable for credit under the Teacher’s Retirement System.

3. The Teachers’ Retirement Board should be adequately staffed to provide prompt and efficient service.

D. Board of Education Retirement System

For members of the Board of Education Retirement System, the Board agrees to provide the same pension benefits as were heretofore approved by the Board of Education for other members of the Board of Education Retirement System.

ARTICLE FIVE
LICENSURE, ASSIGNMENT AND APPOINTMENT

A. Regularized Licensure

The Board of Education shall provide for the regular licensure of laboratory specialist and laboratory technician personnel consistent with the needs of the instructional program and subject to applicable law and the by-laws of the Board of Education. The Board will take the following actions:

The Board will establish as soon as possible but no later than September 1, 1973, regular licenses which will be valid for service as a laboratory specialist or a laboratory technician under regular appointment, or for day to day per diem service, or for full-term assignment, or for other service as a laboratory specialist or a laboratory technician, including bilingual service. All positions will be filled by persons holding such regular licenses except under the following circumstances:

1. Where a position must be filled to provide the services of a laboratory specialist or a laboratory technician for which no person holding such regular license is immediately available after all efforts have been made to fill the position by a person holding such regular license;

2. Where the kind of laboratory specialist or laboratory
Art. 5B

Technician work is not normally performed in the public schools and is temporary in nature.

B. Assignment During First Fifteen Days

An employee who is assigned during the first 15 days of the school term to a position which is expected to be vacant for that term shall serve under the terms and conditions of this agreement which would be applicable if a regular substitute employee were serving in that position.

C. Withdrawal of Resignation and Subsequent Re-employment

1. Requests for withdrawal of resignation on the part of employees who attained permanent tenure prior to their resignation shall be effectuated, subject only to medical examination and the approval of the Chancellor provided that application for such withdrawal of resignation is made on or before the opening of school in September next following five years after the effective date of resignation. In all other cases of withdrawal of resignation, the requirements of Section 255 of the Board of Education by-laws shall continue in effect.

2. Employees who resign and subsequently are re-employed following the effectuation of their request to withdraw resignation shall be placed in the salary step at which they were at the time of resignation and shall be given the sick leave "bank" and sabbatical leave rights which they held at the time of resignation.

ARTICLE SIX
HOURS

A. Lunch Period

Laboratory specialists and laboratory technicians shall have an uninterrupted duty-free lunch period within the basic working day equal to the length of the lunch period of classroom teachers.

B. Relief Periods

Each laboratory specialist and laboratory technician shall have a total of 30 minutes relief time each day. Such time may be scheduled for one or more relief periods during the day, as approved by the appropriate school official, except that if taken at the beginning or the end of the working day, the employee must remain in attendance at the school.

C. Work Year

The work year of laboratory specialists and laboratory technicians shall be the same as that of day school teachers, effective September 9, 1975.
ARTICLE SEVEN
LIMITATION ON ASSIGNMENTS

1. Laboratory specialists and laboratory technicians shall not be assigned to cover classes except in emergency situations. Laboratory specialists and laboratory technicians shall not be given assignments outside of the science department nor shall they be assigned to duties within the department normally performed by other school personnel except in emergency situations.

2. Persons employed as per diem substitutes for laboratory specialists or laboratory technicians shall be assigned to the science department.

3. Laboratory specialists and laboratory technicians shall not be held responsible for the disposition of dangerous materials.

4. Laboratory specialists and laboratory technicians shall not be required to move dangerous or heavy equipment unless assistance is provided.

ARTICLE EIGHT
SAFETY

A. Assistance in Assault Cases

1. The principal shall report as soon as possible but within 24 hours to the Law Office and to the Chief Administrator of School Safety that an assault upon an employee has been reported to him. The principal shall investigate and file a complete report as soon as possible to the Law Office and to the Chief Administrator of School Safety. The full report shall be signed by the employee to acknowledge that he has seen the report and he may append a statement to such report.

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 as follows: by obtaining from police and from the principal relevant information concerning the culprits; by accompanying the employee in court appearances; and by acting in other appropriate ways as liaison between employee, police and the courts.

This assistance is intended solely to apply to the criminal aspect of any case arising from such assault.

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

5. An assaulted employee who presses charges against
his assailant shall have his days of court appearance designated as non-attendance days with pay.

B. School Safety Plan

Employees will be covered by the safety plan developed for the school and by the appeal procedures thereunder, as provided in Article Ten of the day school teachers agreement, which is as follows:

The principal is charged with the responsibility of maintaining security and safety in the school. To meet this responsibility, he shall develop, in consultation with the Union chapter committee and the parents association of the school, a comprehensive safety plan, subject to the approval of the Chief Administrator of School Safety.

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

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

If the teacher is not satisfied with the decision of the principal, he 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 decision in writing to the teacher within 24 hours after receiving the appeal.

If the teacher is not satisfied with the decision of the community superintendent or assistant superintendent, he 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 decision in writing to the teacher 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 a substantial number of teachers have a complaint the chapter committee, upon their request, may initiate the complaint in their behalf.

Where all teachers in the school are affected, the chapter committee may initiate a complaint on behalf of all teachers.

ARTICLE NINE
LEAVES

A. Cumulative Absence Reserves and Sick Leave

1. Employees on regular appointment reinstated after
Art. 9 A 11

retirement will be credited with the cumulative reserves remaining to their credit upon retirement and such reserves as they accumulated as regular substitutes.

2. Employees on regular appointment who resign or retire will be credited upon resuming service as regular substitute employees with 120/200 of the unused cumulative reserves remaining to their credit upon resignation or retirement.

3. Employees on regular appointment called to military duty will be credited upon their return with the same sick leave allowance for the period of their military service as they would have been entitled to in Board service.

4. Employees on regular appointment whose licenses are terminated will be credited with 120/200 of their unused cumulative reserves if they then serve as regular substitutes, or, if appointed anew, with their unused cumulative reserves.

5. Employees of the Board of Higher Education who transfer as regularly appointed employees to the Board shall have their cumulative reserves transferred and credited to them, but not in excess of the maximum number of days creditable in this system.

6. Unused sick leave accumulated as a per diem substitute shall be transferable to the employee's "bank" as a regular substitute or appointed laboratory specialist or laboratory technician.

7. Unused sick leave accumulated as a paraprofessional shall be transferable to the employee's "bank" as a regular substitute, or an appointed laboratory specialist or laboratory technician.

8. An employee on regular appointment who has exhausted his cumulative sick leave may borrow up to 20 days of additional sick leave.

9. Sick leave privileges shall extend to the taking of annual physical checkups or the taking of annual laboratory tests. Such absences shall be limited to one day in each school year.

10. Employees on regular appointment shall be granted absence refunds for illness on application, without a statement from a physician, for a total of no more than 10 days in any school year. Employees will be allowed to use three of such 10 days of sick leave for personal business provided that reasonable advance notice is given to the head of the school. Days off for personal business are intended to be used only for personal business which cannot be conducted on other than a school day and during other than school hours.

11. Regular substitute employees shall be granted absence refunds for illness on application, without a statement from a
physician, for no more than five days in one school term. However, regular substitute employees who serve two terms in one school year shall be granted a total of no more than 10 such absence refunds during the two terms, three of which may be used for personal business provided that reasonable advance notice is given to the head of the school. Days off for personal business are intended to be used only for personal business which cannot be conducted on other than a school day and during other than school hours.

12. Employees electing to file a claim under the Workmen's Compensation Law may receive full pay for the first five days of absence resulting from injury which they claim was sustained in the course of their employment. Subject to the limitations of the Workmen's Compensation Law, such absence may be charged against sick leave reserve if the employee submits a doctor's certificate as required under the by-laws of the Board.

13. Employees serving in schools shall not suffer loss of sick bank 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).

14. Employees who are absent due to allergic or positive reaction from a skin test shall not suffer loss of sick bank days.

15. Employees who resign or retire shall, upon application, receive termination pay on the basis of one half of the unused sick leave accumulated as a regularly-appointed or regular substitute employee after September 1967. If the resignation or retirement becomes effective at any time other than the end of a school year, sick leave for the period of service during that school year shall be paid at the rate of one day for each two full months of service.

16. The estate of an employee who dies during the term of this contract shall receive termination pay calculated on the same basis. This paragraph shall not apply to those employees who are presumed to have retired on the day immediately preceding their death pursuant to Section B 20-410 of the Administrative Code of the City of New York, as amended.

17. Absence for illness after September 1, 1967, will be charged on a day-for-day basis to any unused sick leave accumulated prior to September 1, 1967.

18. Absence immediately prior to resignation shall be paid on the same basis as termination pay.

B. Sabbatical Leaves

1. Employees on regular appointment will be eligible for a
sabbatical leave after each 14 years of service. The first 14 years of service may include a maximum of three years of substitute service for which salary credit was granted, except in the case of a sabbatical leave for rest.

2. Employees on regular appointment who have less than 14 years of service will be eligible only for a "special sabbatical leave for restoration of health" after seven years of service on regular appointment, with the approval of the school medical director.

3. A sabbatical leave shall be for a period of one year, beginning on August 1 and ending on July 31 of the following year.

4. A "special sabbatical leave for restoration of health" (as defined in paragraph 2 above) shall be for a period of six months, beginning on August 1 and ending on January 31 of the following year or beginning on February 1 and ending on July 31 of the same year.

5. Effective August 1, 1973, employees on sabbatical leave of absence shall receive compensation at the rate of seventy (70) percent of the employee's regular salary. The sabbatical leave pay of employees who receive a bonus shall be based upon their annual salary and the amount of the annual bonus received. The sabbatical leave pay of employees who receive a license salary differential shall be based upon their annual salary and the amount of the license differential.

6. Employees on "special sabbatical leave for restoration of health" (as defined in paragraph 2 above) shall receive compensation at the rate of sixty (60) percent of their regular salary during such leave. The pay for the "special sabbatical leave for restoration of health" (as defined in paragraph 2 above) of employees who receive a bonus shall be based upon their annual salary and the amount of the annual bonus received. The pay for the "special sabbatical leave for restoration of health" of employees who receive a license salary differential shall be based upon their annual salary and the amount of the license differential.

7. Employees serving a probationary period in a second license within the bargaining unit shall be permitted to take a sabbatical leave of absence or a "special sabbatical leave for restoration of health" (as defined in paragraph 2 above) during such period if they are otherwise eligible; however, there shall be no reduction, by reason of such leave, of the total probationary period which they are required to serve.

8. An application for a sabbatical leave of absence or for a "special sabbatical leave for restoration of health" (as defined in paragraph 2 above) will not be denied to an eligible employee unless the leave would be contrary to applicable
regulations. When the number of eligible applicants in any school or organizational unit exceeds the number of sabbatical leaves and "special sabbatical leaves for restoration of health" (as defined in paragraph 2 above) permissible under applicable regulations, applications shall be granted in the school or organizational unit in order of the city-wide seniority of the applicants. For this purpose, in the case of applications for sabbatical leave seniority shall be determined by the number of years of service usable for eligibility for sabbatical leave, minus the years required for each sabbatical leave or "special sabbatical leave for restoration of health" (as defined in paragraph 2 above) already taken.

9. The parties agree to gradually phase out sabbatical leaves for rest by reducing the number of such leaves granted by 100 leaves each year. To implement this provision the number of sabbatical leaves for rest granted in August 1976 shall be 100 fewer than the number of such leaves granted August 1975.

10. A joint union-board committee shall be established to study the purposes for which sabbatical leaves are used, and to recommend ways in which the parties may achieve the following agreed-on objectives:
   a. Use of sabbaticals for study or travel;
   b. Provision for appropriate health sabbaticals or health leaves for less than half a year.

C. Leaves of Absence Without Pay

1. Purposes for Which Granted

Leaves of absence without pay shall be granted upon application to employees on regular appointment for the following purposes:
   a. Study related to the employee's license field;
   b. Study to meet eligibility requirements for a license other than that held by the employee;
   c. Acceptance of a teaching position in a foreign country for one year, with such leave renewable for an additional year. Such teaching position shall be sponsored or approved by the government of the United States.

The Board will recommend to the Teachers' Retirement Board the granting of retirement credit for the duration of the aforesaid leaves.

"Urgent needs" of the school to which the employee is assigned may be asserted by the Board as justifying a temporary denial of any application for leave without pay.

2. Per Diem Service While on Leave

Employees on maternity leave and employees on leave of absence without pay for study and related professional ex-
experience shall be permitted to perform per diem service.

**D. Military Service Pay**

1. **Excuse for Selective Service Examination**
   Employees called for selective service physical examination shall be excused without loss of pay for such purpose.

2. **Pay During Military Service**
   Employees on regular appointment who enter the military service shall be on leave of absence with pay during the first 30 days of such service unless the Board is otherwise required to make payment of salary during such military service.

**E. Payment for Jury Duty**

Employees who are required to serve on jury duty will receive full salary during the period of such service, subject to their prompt remittance to the Board of an amount equal to the compensation paid to them for such jury duty.

**F. Continuity of Service**

In determining length of service for any purpose of this agreement, continuity of service shall not be deemed to be interrupted by absence determined to be due to illness, accident or injury suffered in the line of duty or by time spent in military service, the Peace Corps or VISTA, or by layoff or leave without pay of one year or less. Laboratory specialists and technicians on layoff or leave without pay for one year up to four years shall regain the seniority they had at the commencement of their leave after they serve for one school year following their return.

**ARTICLE TEN**

**RETENTION, EXCESSING AND LAYOFF**

**A. Retention of Regular Substitutes**

1. A regular substitute who, upon completion of one year of service in a school, has been notified in writing by the principal that he will be reassigned in that school for the following school year shall be assigned for the following school year to a regular substitute opening in that school unless the opening has ceased to exist. In the event that the opening has ceased to exist, the substitute shall be given at least fourteen (14) days notice prior to the beginning of the following school year that the opening has ceased to exist and that he will not be reassigned to the school. If such notice is not given and the substitute has not been assigned to another school, the community or assistant superintendent in charge of the school will provide the substitute with the opportunity during the first
Art. 10 A 2

twenty (20) days of the following school year to perform per
diem service available in the district. The opportunity to per­
form such service will be provided for a number of days, not
to exceed ten (10), equal to the difference between fourteen
(14) days and the actual number of days notice given to the
substitute prior to the beginning of the school year.

2. Regular substitutes with more than one year of
continuous satisfactory service in a school shall have
priority for retention in that school according to their length
of service in the school. If it becomes necessary to terminate
the services of a regular substitute with more than one year
of continuous satisfactory service in a school by reason of ap­
pointment, or return from leave or other absence of a regular
laboratory specialist or laboratory technician, or by reason
of contraction in the school organization, the regular sub­
stitute laboratory specialist or laboratory technician with the
least service in the school will be the first to be released.

3. Regular substitutes are to be given ten school days
notice of discharge except in cases of emergency.

B. Excessing Rules

The following excessing rules shall be adhered to:

Rule 1. Within the school, district or other organizational
unit the laboratory specialist or laboratory technician with
the latest date of appointment within license, except that
laboratory specialists and laboratory technicians shall be
grouped together for purposes of excessing, will be the first
to be excessed, irrespective of probationary or permanent
status.

Rule 2. In determining the date of appointment of a
laboratory specialist or laboratory technician, all prior con­
tinuous regular substitute service in license as a laboratory
specialist or laboratory technician under present regular ap­
pointment, regardless of school where such service was per­
formed, is to be credited for the purposes of excessing.

Rule 3. All leave-of-absence time for which salary credit is
granted will not affect the earliest date of appointment for
purposes of excessing. All other leave-of-absence time
without pay or time lost because of resignation and subse­
quent reappointment will affect the earliest date of appoint­
ment.

Rule 4. Laboratory specialists or laboratory technicians
having the same date of appointment from the same eligible
list are to be listed for excessing in accordance with their
relative standing on such eligible list. Laboratory specialists
or laboratory technicians having the same date of appoint­
ment from different eligible lists are to be listed for excess­
ing on the basis of the comparative dates of promulgation of
their respective eligible list, with the laboratory specialist or laboratory technician on the latest list being the first to be excessed.

Rule 5. Laboratory specialists and laboratory technicians in excess who are under the jurisdiction of a community board must be placed in vacancies within the district to the fullest degree possible. Those laboratory specialists and laboratory technicians in excess who are under the jurisdiction of the central Board must be placed in appropriate vacancies within the district or central office.

Rule 6. To minimize movement of personnel, excessed laboratory specialists and laboratory technicians shall be assigned within the district to appropriate openings or vacancies. If there are no openings or vacancies in the district, the employee with the latest date of appointment shall be the first to be excessed from the district.

Rule 7. The central Board has the responsibility for placing laboratory specialists and laboratory technicians who are excessed and cannot be accommodated by their own district, within budgetary limitations and if vacancies exist within the City. Where possible, the wishes of the laboratory specialist or laboratory technician will be taken into account in his placement by the central Board. If no vacancy exists, Section D of this Article shall apply.

Rule 8. When a laboratory specialist or laboratory technician position in central headquarters is abolished, the occupant of that position is excessed, and he shall be granted the same rights for placement as a laboratory specialist or laboratory technician who is excessed from a community district.

Rule 9. A laboratory specialist or laboratory technician who has been excessed to another school may request an opportunity to return to the school from which he was excessed if within a year a vacancy should occur in that school. Such a request will have priority over any other transfer or appointment to that vacancy.

C. Appointment to New Program, License or Title

Employees who are displaced by the establishment of a new program, license or title shall be given an opportunity to present their qualifications and if found qualified shall be given preference for appointment to such new program, license or title.

D. Layoff

1. If a city-wide excess condition causes a lay-off of staff in any licensed position, applicable provisions of law will be followed to determine the staff member to be laid off, without fault and delinquency with the understanding that said
member of staff is to be placed on a preferred list for reinstatement to his former position.

2. Employees on layoff who may be placed on a preferred list in another license other than the one in which they are laid off will be so placed.

3. The Board and the Union agree to jointly sponsor legislation to provide for retention in the system of pedagogical employees laid off in their licenses by providing for their employment in licenses held other than the one in which they are laid off on the basis of their system-wide seniority. The legislation shall provide that employees who are so placed in positions for which a lower salary is established shall be paid at the salary of the position in which they are serving while awaiting recall to their former positions from a preferred list.

ARTICLE ELEVEN
TRANSFERS

Requests by laboratory specialists and laboratory technicians for transfer from one school to another school will be granted on the following basis:

1. Those eligible for transfer are regularly-appointed laboratory specialists and laboratory technicians with at least five years' service under regular appointment in the school from which the transfer is sought.

2. A list of vacancies existing as of May 15 to be filled by transfer will be made available as soon as possible in each secondary school. Laboratory specialists and laboratory technicians on the transfer list who have not been selected for transfer to vacancies existing as of May 15 shall be notified of vacancies occurring between May 15 and June 10 as they become known. Transfers shall be made effective as of the opening of school in September.

3. A vacancy not previously available for transfer which is filled by an administrative transfer shall be listed for transfer on the May 15 following the administrative transfer and if the vacancy is then filled by a laboratory specialist or technician from the transfer list the administrative transferee shall be excessed from that school regardless of his city-wide seniority. The above shall not apply to the following administrative transfers:

   a. A transfer following a "U" rating of the laboratory specialist or technician made with his consent.

   b. A transfer to staff a new school within the number of administrative transfers allowable under existing regulations.

4. Laboratory specialists and laboratory technicians desiring transfer shall file with the Division of Personnel a
request for transfer, specifying up to three choices of schools appearing on the list of vacancies in order of preference.

5. Each year, the number of laboratory specialists and laboratory technicians on each secondary school level who will be permitted to transfer shall be equal to five percent of the laboratory specialists and laboratory technicians on regular appointment in the license on each such level.

6. Transfers will be granted on the basis of seniority to eligible laboratory specialists and laboratory technicians whose requests are on file. For this purpose, seniority is defined as length of continuous service in the school from which the transfer is sought, including continuous regular substitute service in the school immediately preceding regular appointment. In the case of newly organized schools staffed by faculties of neighboring schools, seniority shall be determined by including length of service in the previous school. Newly organized schools shall include schools opened within the last 10 years. In cases of equal seniority, preference shall be given on the basis of standing on the eligible list for appointment for laboratory specialists and laboratory technicians appearing on the same list, and for laboratory specialists and laboratory technicians appearing on different lists, on the basis of the list having the earliest date.

7. An applicant for transfer whose request is not granted shall, upon request to the Division of Personnel, be given the reasons for not having been selected.

8. Transfers on grounds of hardship shall be allowed independent of the plan. Transfers of laboratory specialists and laboratory technicians after three years of service on regular appointment may be made on grounds of hardship on the basis of the circumstances of each particular case, except that travel time by public transportation of more than one hour and 30 minutes each way between a laboratory specialist's or laboratory technician's home and school shall be deemed to constitute "hardship" entitling the applicant to transfer to a school to be designated by the Division of Personnel which shall be within one hour and 30 minutes travel time by public transportation from the laboratory specialist's or laboratory technician's home.

ARTICLE TWELVE
UNION ACTIVITIES, PRIVILEGES
AND RESPONSIBILITIES

A. Restriction on Union Activities

No employee shall engage in Union activities during the
time he is assigned to duty, except that members of the Chapter's negotiating committee and its special consultants shall, upon proper application, be excused without loss of pay for working time spent in negotiations with the Board or its representatives.

**B. Time for Chapter Chairman**

The Chapter chairman shall be allowed one-half (½) day per week for investigation of grievances and for other appropriate activities relating to the administration of the agreement and to the duties of his office.

**C. Exclusive Check-Off**

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.

The Board will honor individual written authorizations for the deduction of Union dues in accordance with their terms, including authorizations stating that they are irrevocable until the following June 30 and automatically renewable for another year unless written notice is given to the Board between June 15 and June 30.

The Board and the Union will send a joint notice to all employees whose current authorizations are on file informing them that the authorizations will be understood to be irrevocable and automatically renewable as stated above unless notice is given to the Board within 45 days thereafter.

**D. Consultation with Chapter Committee**

The Director of Science or his representative and the Chapter committee shall meet once a month during the school year to consult on matters of policy involving the professional interests of laboratory specialists and laboratory technicians.

**E. Information to the Chapter**

1. Lists of vacancies and any lists which may be established by the community school district or by the central Board showing seniority of laboratory specialists and laboratory technicians for the purposes of implementing provisions of this agreement shall be made available to the Chapter. In individual cases, specific information as to seniority will be made available to the Chapter upon request.

2. Copies of all official Board of Education circulars and directives relating to employees in this unit covered by the agreement shall be sent to the chairman of the Chapter.

**F. Information at the School**

All official circulars which are posted on school bulletin
boards shall be made available to employees on request.

ARTICLE THIRTEEN
MATTERS NOT COVERED

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

The Board will continue its present policy with respect to sick leave, sabbatical leaves, vacations and holidays except insofar as change is commanded by law.

All existing determinations, authorizations, by-laws, regulations, rules, rulings, resolutions, certifications, orders, directives, and other actions, made, issued or entered into by the Board of Education governing or affecting salary and working conditions of the employees in the bargaining unit shall continue in force during the term of this agreement, except insofar as change is commanded by law.

ARTICLE FOURTEEN
DUE PROCESS AND REVIEW PROCEDURES

A. Employee Files

Official employee files in a school shall be maintained under the following circumstances:

1. No material derogatory to an employee's conduct, service, character or personality shall be placed in the files unless the employee has had an opportunity to read the material. The employees shall acknowledge that he has read such material by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its content. However, an incident which has not been reduced to writing within three months of its occurrence, exclusive of the summer vacation period, may not later be added to the file.

2. The employee shall have the right to answer any material filed and his answer shall be attached to the file copy.

3. Upon appropriate request by the employee, he shall be permitted to examine his file.

4. The employee shall be permitted to reproduce any material in his file.

5. Material will be removed from the files when an employee's claim that it is inaccurate or unfair is sustained.
B. Summons

1. An employee summoned by the principal to a conference which may lead to disciplinary action for reasons of misconduct may be accompanied, at his option, by the chapter chairman or his designated alternate.

2. Employees summoned to the office of a community or assistant superintendent or to the Division of Personnel shall be given two days notice and a statement of the reason for the summons, except where an emergency is present or where considerations of confidentiality are involved.

Whenever an employee is summoned for an interview for the record which may lead to disciplinary action, he shall be entitled to be accompanied by a representative who is employed by the city school system, or by an employee of the Union who is not a lawyer, and he shall be informed of this right. However, where the community or assistant superintendent or the Division of Personnel permits an attorney who is not a member of the city school system to represent any participant in the interview, the employee shall be entitled to be represented by an attorney. An interview which is not held in accordance with these conditions shall not be considered a part of the employee's personnel file or record and neither the fact of the interview nor any statements made at the interview may be used in any subsequent Board proceeding involving the employee. It is understood that informal conferences, such as those between a community or assistant superintendent and an employee, or the Division of Personnel and an employee, for professional improvement, may be conducted off the record and shall not be included in the employee's personnel file or record.

C. Discontinuance of Probationary Service

1. Regular substitutes and laboratory specialists and laboratory technicians on probation, except as provided in subparagraph 2 below, shall be entitled to the review procedures before the Chancellor as prescribed in Section 105a of the bylaws of the Board of Education.

By-law 105(a) procedures for the review of a recommendation by a superintendent for discontinuance of probationary service shall be modified to provide for the following:

a. The 105(a) committee shall be a tripartite committee of professional educators, one selected by the employee, one by the Board and a third selected by the other two from a list agreed upon by the Board and the Union.

b. The committee will make an advisory recommendation to the community school board or the Chancellor for central programs within 20 days after the hearing.

c. The costs of the employee's representative shall be paid
by the employee. The costs of the Board's representative shall be paid by the Board. The costs of the mutually selected member of the committee shall be shared by the Board and the employee.

2. Employees on probation who have completed at least three years of service on regular appointment in the school shall be entitled, with respect to the discontinuance of their probationary service, to the same review procedures as are established for the tenured teaching staff under Section 2590-j 7 of the Education Law.

D. Suspension

Any employee who is suspended pending hearing and determination of charges shall receive full compensation pending such determination and imposition of any penalty.

E. Trial Examiner Panel

Before designating the panel of trial examiners to be maintained by the Chancellor pursuant to Section 2590-j 7 (f) of the Education Law, the Chancellor will afford the Union and the Community School Boards an opportunity to challenge any proposed designee and the persons challenged shall not be designated. Members of the panel will serve in rotation.

F. Medical Review Procedures

1. Requests for Medical Examination

The report of the immediate supervisor requesting examination of an employee pursuant to Education Law Section 2568 shall be made in duplicate. A copy of the report shall be forwarded to the employee.

2. Injury in the Line of Duty

In order to provide for an expeditious handling of injury in the line of duty claims, the following is provided:

a. Within five school days of a claim of injury in the line of duty requiring an employee to be absent, the superintendent shall make a determination as to whether the accident occurred in the line of duty.

b. Where the employee is in a non-pay status pending a determination by the Medical Bureau of the duration of absence attributable to injury in the line of duty, the Medical Bureau will make its determination within ten days of the employee's submitting himself for the required physical examination.

3. Medical Report and Review

a. The report of the Medical Division on an employee who was called for medical examination shall, upon written request of
the employee, be sent to the employee's physician within 25 days after the examination.

b. Upon the employee's request to the Medical Division, his physician shall have the right to examine his medical file.

c. A regular employee shall have the right to an independent evaluation by a medical arbitrator selected from a panel of doctors to be selected by mutual agreement of the Board and the Union in conjunction with the New York Academy of Medicine if the finding of the Medical Bureau to the Chancellor has resulted in:

(1) Placement of the employee on a leave of absence without pay for more than one month; or

(2) Termination of the employee's services; or

(3) A recommendation for disability retirement; or

(4) A denial of a leave with or without pay for more than one month.

A request for an independent evaluation of the finding of the Medical Division shall be submitted in writing by the employee to the Division of Personnel within 10 school days of receipt of notice from the Division of Personnel that he has been placed on leave of absence without pay for more than one month, or that his services have been terminated, or that he has been recommended for disability retirement, or that he has been denied a leave with or without pay for more than one month.

The medical arbitrator shall examine the employee and consult with the employee's physician and the Board's physician. The arbitrator's decision shall be rendered within 10 days after he has examined the employee, and if made within his authority under this agreement shall be accepted as final and binding by the Board and the employee.

The fee of the medical arbitrator shall be shared equally by the Board and the employee.

ARTICLE FIFTEEN
GRIEVANCE PROCEDURE

It is the declared objective of the parties to encourage the prompt and informal resolution of employee complaints as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints.

A. Definition

A "grievance" shall mean a complaint by an employee in the bargaining unit (1) that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of this agreement or (2) that he has been treated unfairly or inequitably by reason of any act or condi-
tion which is contrary to established policy or practice governing or affecting employees, except that the term "grievance" shall not apply to any matter as to which

(1) a method of review is prescribed by law, or by any rule or regulation of the State Commissioner of Education having the force and effect of law, or by any by-law of the Board of Education or

(2) the Board of Education is without authority to act.

In the case of per session employees, a "grievance" shall mean a complaint by a per session employee that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of this agreement covering his particular per session employment.

As used in this article, the term "employee" shall mean also a group of employees having the same grievance.

B. Adjustment of Grievances

Grievances of employees within the bargaining unit shall be presented and adjusted in the following manner:

1. General Procedures

a. School Level (Step 1)

Any employee within the bargaining unit may, either orally or in writing, present a grievance to the head of the school within a reasonable time not to exceed three months after the employee has knowledge of the act or condition complained of, except that a grievance arising under Article Fourteen A shall be presented within a reasonable time after the employee has knowledge of the material in the file.

The employee and the head of the school shall confer on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, the employee may appear personally or he may be represented by a Union representative or by a laboratory specialist or laboratory technician of his choice in the local school district; but where the employee is represented he must be present.

The Union representative shall be the chapter chairman or his alternate in the school or, where there is no Union member in the school, any other designated Union representative.

Whenever a grievance presented to the head of the school by the employee personally or through a personal representative would involve the application or interpretation of the terms of this agreement, or would affect the working conditions or welfare of the employees in the bargaining unit, he shall give the chapter chairman or his alternate in the school the opportunity to be present and state the views of the
Article 15 B 1 b

Union, except that, where there is no Union member in the school, the Union may be represented by any other designated Union representative.

The head of the school shall communicate his decision to the aggrieved employee and to his representative and to any Union representative who participated in this step within five school days after receiving the complaint. Where the grievance has been presented in writing, the decision shall be in writing.

b. District Level (Step 2)

If the grievance is not resolved at Step 1, the aggrieved employee may appeal to the local community or assistant superintendent within three school days after he has received the decision of the head of the school. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based. It shall also state the name of the employee's representative, if any.

The community or assistant superintendent or his designee shall meet and confer with the aggrieved employee on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. The aggrieved employee and his representative, if any, shall be given at least two school days notice of the conference and an opportunity to participate. The employee may appear alone or he may be represented by the Union or by a laboratory specialist or laboratory technician of his choice in the local school district. The Union representative may be the representative at Step 1 or a representative designated by the Union grievance department, or both. The employee shall be present at the conference, except that he need not attend where it is mutually agreed that no facts are in dispute and that the sole question before the community or assistant superintendent is one of interpretation of a provision of this agreement, or of what is established policy or practice.

Notice of the conference shall also be given to the head of the school who rendered the decision at Step 1. The head of the school may be present at the conference and state his views.

Where the employee is not represented by the Union at this step, the community or assistant superintendent shall furnish the Union with a copy of the appeal from Step 1, together with notice of the date of the conference. In such cases, the Union may be present and state its views whenever the decision on the grievance would involve the application or interpretation of the terms of this agreement, or would affect the working conditions or welfare of the
employees in the bargaining unit.

The community or assistant superintendent shall communicate his decision in writing, together with the supporting reasons, to the aggrieved employee and his representative, and to any Union representative who participated in this step, within ten school days after receiving the appeal. The head of the school who rendered the decision at Step 1 shall also receive a copy of the decision at this step. The Union shall receive a copy of any decision at this step.

c. Chancellor (Step 3)

If the grievance is not resolved at Step 2, the aggrieved employee may appeal from the decision at Step 2 to the Chancellor addressed to the attention of the Executive Director, office of Labor Relations and Collective Bargaining within 10 school days after the decision of the community or assistant superintendent has been mailed. The appeal shall be in writing, shall set forth specifically the reasons for the appeal, and shall be accompanied by a copy of the appeal and the decision at Step 2. It shall also state the name of the employee's representative, if any.

The Chancellor or his designated representative shall meet and confer with the aggrieved employee with a view to arriving at a mutually satisfactory resolution of the complaint. The aggrieved employee and his representative shall be given at least two school days notice of the conference and an opportunity to be heard. The employee may appear alone or he may be represented by the Union or by a laboratory specialist or laboratory technician of his choice in the local school district. The Union representative may be the representative at Step 1 or a representative designated by the Union grievance department, or both.

Notice of the conference shall also be given to the head of the school and to the community or assistant superintendent. The head of the school and the community or assistant superintendent may be present at the conference and state their views.

When the employee is not represented by the Union at this step, the Chancellor shall furnish the Union with a copy of the appeal from Step 2 together with notice of the date of the conference. In such cases, the Union may be present and state its views whenever the decision on the grievance would involve the application or interpretation of the terms of this agreement, or would affect the working conditions or welfare of the employees in the bargaining unit.

The Chancellor shall communicate his decision in writing, together with the supporting reasons, to the aggrieved
employee and his representative, and to any Union representative who participated in this step, within fifteen school days after receiving the appeal.

The head of the school and the community or assistant superintendent shall also receive a copy of the decision at this step. The Union shall receive a copy of any decision at this step.

2. Procedures for Per Session Grievances

In the case of per session employees, the grievance shall be presented at Step 1 to the head of the particular per session activity or his designated representative and at Step 2 to the Chancellor or his designated representative. The Union representative at each step shall be a member of the Union's grievance committee. The decision at Step 1 shall be communicated within five working days after receiving the complaint of employees employed in summer per session activities and within 10 school days after receiving the complaint of employees employed in all other per session activities.

3. Special Procedures for Grievances Relating to Salary and Leave Matters

Any grievance relating to salary and leave matters shall be filed directly with the Executive Director of Personnel. In such cases, the provisions of the general procedures relating to Step 2 shall apply to the presentation and adjustment of the grievance at the level of the Executive Director, except that (1) the grievance shall be filed within a reasonable time not to exceed three months after the employee has knowledge of the act or condition which is the basis of the complaint and (2) the employee need not be present at any conference. The Executive Director shall render a decision on behalf of the Chancellor and such decision shall be considered a decision at the level of the Chancellor.

4. Priority Handling of Grievances

The Board and the Union will consult periodically on the priority of handling grievances pending at Step 3 with a view to expediting the processing of grievances which require prompt disposition.

5. Initiation or Appeal of Special Types of Grievances or Complaints

a. Grievances arising from the action of officials other than the head of a school may be initiated with and processed by such officials in accordance with the provisions of Step 2 of this grievance procedure. Where appropriate, such grievances may be initiated with the Chancellor.
b. Where a substantial number of employees in more than one school have a complaint arising from the action of authority other than the head of a school, the Chapter, upon their request, may initiate a group grievance in their behalf.

c. The Chapter has the right to initiate or appeal a grievance involving alleged violation of the agreement. Such grievance shall be initiated with the appropriate community or assistant superintendent or, where appropriate, with the Chancellor.

6. Appearance and Representation

a. 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 Board of Education working hours, all persons who participate shall be excused without loss of pay for that purpose.

b. No officer or executive board member, delegate, representative, or agent of a minority organization shall represent the aggrieved employee at any step in the grievance procedure. An agent shall include any person who, acting in an official capacity for a minority organization, regularly performs for that organization such acts as: distributing literature, collecting dues, circulating petitions, soliciting membership or serving as a spokesman at laboratory specialists' and laboratory technicians' conferences. An agent shall not include any person who performs such duties occasionally or without any official designation by the minority organization involved. A minority organization shall mean any organization, other than the Union, which exists or acts for the purpose of dealing with the head of the school or any Board official for the improvement of working conditions, or the handling of grievances, of employees in the bargaining unit.

7. Time Limits

a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

b. The time limits specified in any step of this procedure may be extended, in any specific instance, by mutual agreement.

C. Arbitration

A grievance dispute which was not resolved at the level of
the Chancellor under the grievance procedure may be sub-
mited by the aggrieved employee or, in the circumstances
specified in Section 5 (c) above, by the Chapter, to an arbitrator
for decision if it involves the application or interpretation of
this agreement. A grievance dispute arising under any
term of this agreement involving Board policy or dis-
cretion may be submitted to arbitration for the sole purpose
of determining whether the Board's policy was disregarded
or applied in so discriminatory, arbitrary or capricious a
manner as to constitute an abuse of discretion.

A grievance may not be submitted to an arbitrator unless
a decision has been rendered by the Chancellor under the
grievance procedure, except in cases where, upon expiration of the
15-day time limit for decision, the aggrieved employee or the
Union filed notice with the Chancellor of intention to submit
the grievance to arbitration and no decision was issued by the
Chancellor within five school days after receipt of such
notice.

The employee may proceed personally or through the
Union or any other representative of his choice, except that he
may not be represented by any person or minority organiza-
tion as specified and defined in Section B6b, above, of the
grievance procedure. Where the employee is not represented
by the Union, the Chapter may submit its views to the ar-
bitrator.

The proceeding may be initiated by filing with the Board a
notice of arbitration. The notice shall be filed within 10 school
days after receipt of the decision of the Chancellor under the
grievance procedure or, where no decision has been issued in
the circumstance described above, three days following the
expiration of the five school day period provided above. The
notice shall include a brief statement setting forth precisely
the issue to be decided by the arbitrator and the specific
provision of the agreement involved.

A panel of five arbitrators shall be designated by mutual
agreement of the parties to serve for any case or cases sub-
mited to them in accordance with their availability to
promptly hear and determine the case or cases submitted.
The parties agree to enter into a stipulation of facts
whenever possible in advance of the hearing.

Transcripts of the proceedings will be waived except in
unusual cases and by agreement of the parties. If transcripts
are used, they shall be supplied overnight to the arbitrator.
Post-hearing briefs will not be filed except in unusual
cases upon agreement of the parties to submit them.
The voluntary labor arbitration rules of the American Ar-
Art. 15 D

 Arbitration Association shall apply to the proceeding insofar as they relate to the hearings and fees and expenses.

The arbitrator shall issue his decision not later than 30 days from the date of the closing of the hearings or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this agreement and he 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 he may decide in a particular case that Board policy was disregarded or that its attempted application under any 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.

The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this agreement, will be accepted as final by the parties to the dispute and both will abide by it.

The arbitrator may fashion an appropriate remedy where he finds a violation of this agreement. To the extent permitted by law, an appropriate remedy may include back pay. The arbitrator shall have no authority to grant a money award as a penalty for a violation of this agreement except as a penalty is expressly provided for in this agreement.

The arbitrator's fee will be shared equally by the parties to the dispute.

The Board agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance and the Union agrees that it will not bring or continue, and that it will not represent any employee in, any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.

D. General Provisions as to Grievances and Arbitration

1. The filing or pendency of any grievance under the provisions of this article shall in no way operate to impede, delay
or interfere with the right of the Board to take the action complained of, subject, however, to the final decision on the grievance.

2. Nothing contained in this article or elsewhere in this agreement shall be construed to permit the Union to present or process a grievance not involving the application or interpretation of the terms of this agreement in behalf of any employee without his consent.

3. Nothing contained in this article or elsewhere in this agreement shall be construed to prevent any individual employee from presenting and processing a grievance through the procedures provided in this article.

4. Nothing contained in this article or elsewhere in this agreement shall be construed to deny to any employee his rights under Section 15 of the New York Civil Rights Law or under the State Education Law or under applicable Civil Service Laws and Regulations.

ARTICLE SIXTEEN
SPECIAL COMPLAINTS

It is the declared objective of the parties to encourage the prompt and informal resolution of special complaints not covered by the grievance procedure and to dispose of such complaints as they arise and to provide recourse to orderly procedures for their adjustment.

A. Definition

A "special complaint" is a complaint by an employee in the bargaining unit that persons or groups are engaging in a course of harassing conduct, or in acts of intimidation, which are being directed against him in the course of his employment and that the school principal or community or assistant superintendent has not afforded the employee adequate relief against such course of conduct or acts of intimidation.

B. Filing and Priority Handling

A special complaint shall be promptly filed with the Chancellor by the affected employee or, upon his request, by the Union. Such complaint shall receive expedited handling pursuant to this article.

C. Joint Investigation and Informal Resolution

Within twenty-four (24) hours after the special complaint is filed with the Chancellor, a joint investigating committee consisting of one representative designated by the Chancellor and one representative designated by the Union shall investigate the complaint at the school level to ascertain the facts and bring about a prompt resolution of the problem
Art. 16 F

without resort to formal procedures. In the course of its investigation, the joint committee shall confer with the principal of the school, the community or assistant superintendent and other persons involved in the controversy.

D. Administrative Hearing and Continued Attempt at Informal Resolution

If the complaint is not resolved by the joint investigating committee to the satisfaction of the affected employee, he may request a hearing before the Chancellor. Within forty-eight (48) hours after receipt of the request for hearing, the Chancellor, or a representative designated by him, shall hold a hearing at which the joint investigating committee shall report its findings and all persons involved, including the affected employee, shall have an opportunity to be heard. The complaining employee may represent himself at the hearing or, upon request, may be represented by the Union or by a person of his own choosing other than an attorney.

At the hearing the Chancellor or his representative shall make every effort to resolve the complaint informally and all persons involved shall cooperate toward this end.

E. Decision of the Chancellor

Within seventy-two (72) hours following the close of the hearing, the Chancellor shall notify all parties of his decision and the manner in which it shall be effectuated.

F. Fact Finding and Recommendations

If the complaint is not resolved by the Chancellor the affected employee, or the Union upon his request, may submit it for hearing and fact finding before an arbitrator selected in accordance with Article 15 of this agreement. The submission shall be made within ten (10) school days after the issuance of the Chancellor's decision.

The voluntary labor rules of the American Arbitration Association shall apply to the proceeding in so far as they relate to the hearing, fees and expenses.

The fact finder shall render findings not later than seventy-two (72) hours from the date of the close of the hearings or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the fact finder. The findings of fact shall be in writing. The fact finder shall limit his findings strictly to the question whether the employee's complaint has been substantiated by the evidence. If the fact finder finds the complaint to be substantiated and unremedied, he shall recommend an appropriate remedy.

The fact finder shall not interpret or apply the provisions
of this agreement or exercise any of the other functions specified in Article 15 of this contract, nor shall he exercise any of the powers conferred upon trial examiners pursuant to Section 2590-j 7 (f) of the Education Law.

G. Board Consideration

Within ten (10) days after receipt of the fact finder's report, the Board shall make a determination.

ARTICLE SEVENTEEN

RATES OF PAY AND WORKING CONDITIONS OF PER SESSION LABORATORY SPECIALISTS

A. Rates of Pay

It is recognized that the hourly compensation of each per session laboratory specialist, as defined in Article One of this agreement has been established as 1/1015th of the salary for Step 5B in Salary Schedule II C for full time laboratory specialist, computed annually. However, for the period of this agreement the hourly compensation of each per session laboratory specialist shall be $12.10 per hour.

B. Working Conditions

1. Sick Leave

Laboratory specialists employed on a regular basis in per session activities will be granted sick leave with pay for absence from duty due to personal illness, as follows:

a. One session during each month of service, or two sessions during the month of August, will be granted to those employed in summer day high schools, summer evening high schools and summer junior high schools.

b. One session after each period of 20 sessions of service will be granted to those employed in evening high schools.

c. Application for excuse with pay for absence due to personal illness must be accompanied by a certificate of a physician, except that laboratory specialists in summer activities shall be granted refunds for illness on application without a statement from a physician for no more than one session per summer.

d. Such sick leave shall not be cumulative from one school year to another school year nor from one per session activity to another per session activity.

2. Selection

Applicants for per session employment who are not employed in the Board's regular day school program shall be considered for selection only if no qualified day school laboratory specialist is available.
3. Retention

Prior service shall govern in the retention of per session laboratory specialists employed on a regular basis in per session activities as follows:

a. Laboratory specialists with at least two years of continuous satisfactory service in a particular activity shall have priority for retention in the same activity for the following school year. Laboratory specialists with retention rights in an activity will not lose those rights if their service is interrupted for a period of not more than one year because of sick leave without pay or involuntary change of day school session, or sabbatical leave. Such laboratory specialists must return to service in the same activity at the first reorganization of the activity following the interruption of their service for the reasons stated.

b. Laboratory specialists who have been granted priority for retention in one per session activity shall not be granted such priority for any other per session activity.

c. Laboratory specialists will be permitted to serve in more than one per session activity only if no other qualified applicants are available. The union shall be given a list of per session positions which are held by laboratory specialists who have no retention rights in those positions and who are serving in more than one per session activity.

d. If a per session position occupied by a per session laboratory specialist is terminated and is subsequently restored within the period of six months, the restored position shall be offered to its last per session laboratory specialist incumbent before any other person is employed to fill it.

e. If the number of per session laboratory specialists is reduced, the per session laboratory specialists will be released on the basis of the least seniority in the activity. If positions are subsequently restored within a year in the per session activity, per session laboratory specialists shall be reemployed on the basis of seniority.

4. Appeals from Unsatisfactory Ratings

Per session laboratory specialists who receive unsatisfactory ratings shall be entitled to the review procedures before the Chancellor as prescribed in Section 105a of the by-laws of the Board of Education.

5. Laboratory Specialist Files

The procedure of Article Fourteen entitled "Employee Files" shall apply to employee files maintained for their per session employment.
ARTICLE EIGHTEEN
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 Chapter.
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.

ARTICLE NINETEEN
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 TWENTY
DEFINITIONS
1. Wherever the term "Board" is used in the agreement it shall mean the City Board, it being understood, nevertheless, that this contract is binding on all community school boards in accordance with Section 2590 of the Education Law.
2. Wherever the term "community school board" or "community board" is used in the agreement it shall mean the board of education of a community district.

ARTICLE TWENTY-ONE
NOTICE—LEGISLATIVE ACTION
The following article is required by the Public Employees' Fair Employment Act, as amended by Section 204a, approved March 10, 1969.
It is agreed by and between the parties that any provision
of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

ARTICLE TWENTY-TWO
COPY OF AGREEMENT

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

ARTICLE TWENTY-THREE
DURATION

This agreement and each of its provisions shall be effective as of September 9, 1975, and shall continue in full force and effect until September 9, 1977.

Negotiations for a subsequent agreement will commence no sooner than October 15, 1976, for budgetary items and no sooner than March 15, 1977, for all other items, upon request of either party filed two weeks before each of these dates.

Dated: Brooklyn, New York, 1975

ISAIAH E. ROBINSON, JR.
President
The Board of Education
of the
City School District
of the
City of New York

ROBERT GUSTAFSON
Chapter Chairman,
Laboratory Specialists and
Technicians Chapter
United Federation of Teachers, Local 2
American Federation of Teachers, AFL-CIO

D-45
## INDEX

<table>
<thead>
<tr>
<th>A</th>
<th>PAGE</th>
<th>ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Absences (See also Sick Leaves and Leaves)</td>
<td>D-19</td>
<td>9 A 9</td>
</tr>
<tr>
<td>annual check-up and lab tests</td>
<td>D-20</td>
<td>9 A 13</td>
</tr>
<tr>
<td>due to children’s diseases</td>
<td>D-19</td>
<td>9 A 5</td>
</tr>
<tr>
<td>due to negotiations</td>
<td>D-20</td>
<td>9 A 17</td>
</tr>
<tr>
<td>illness after 9/1/67</td>
<td>D-19</td>
<td>9 A 10</td>
</tr>
<tr>
<td>personal business</td>
<td>D-20</td>
<td>9 A 18</td>
</tr>
<tr>
<td>prior to resignation</td>
<td>D-19</td>
<td>9 A 10</td>
</tr>
<tr>
<td>refunds</td>
<td>D-18</td>
<td>9 A 4</td>
</tr>
<tr>
<td>reserves, cumulative</td>
<td>D-19</td>
<td>9 D 1</td>
</tr>
<tr>
<td>Selective Service Examination</td>
<td>D-19</td>
<td>9 A 10</td>
</tr>
<tr>
<td>self-treated — regular</td>
<td>D-19</td>
<td>9 A 10</td>
</tr>
<tr>
<td>self-treated — substitute</td>
<td>D-33</td>
<td>15 B b a</td>
</tr>
<tr>
<td>to attend grievance conference</td>
<td>D-20</td>
<td>9 A 12</td>
</tr>
<tr>
<td>workman’s compensation claim</td>
<td>D-20</td>
<td>9 A 12</td>
</tr>
<tr>
<td>Agreement, Copy of duration</td>
<td>D-46</td>
<td>Article 23</td>
</tr>
<tr>
<td>Annuity Fund</td>
<td>D-13</td>
<td>4 B</td>
</tr>
<tr>
<td>Appointment to New Program License</td>
<td>D-12</td>
<td>4</td>
</tr>
<tr>
<td>or Title</td>
<td>D-12</td>
<td>4</td>
</tr>
<tr>
<td>Arbitration</td>
<td>D-37</td>
<td>15 C</td>
</tr>
<tr>
<td>grievances (See also grievance procedure)</td>
<td>D-40</td>
<td>16</td>
</tr>
<tr>
<td>Special Complaints (See Special Complaints)</td>
<td>D-40</td>
<td>16</td>
</tr>
<tr>
<td>Articles of Agreement (See table of contents)</td>
<td>D-17</td>
<td>8 A 1</td>
</tr>
<tr>
<td>Assault Cases</td>
<td>D-16</td>
<td>5 B</td>
</tr>
<tr>
<td>Assignment during First 15 Days</td>
<td>D-17</td>
<td>7</td>
</tr>
<tr>
<td>Assignments — Limitation on class coverage restricted</td>
<td>D-17</td>
<td>7 1</td>
</tr>
<tr>
<td>dangerous materials disposal</td>
<td>D-17</td>
<td>7 3</td>
</tr>
<tr>
<td>emergency</td>
<td>D-17</td>
<td>7 1</td>
</tr>
<tr>
<td>heavy equipment transportation</td>
<td>D-17</td>
<td>7 4</td>
</tr>
<tr>
<td>per diem substitute</td>
<td>D-17</td>
<td>7 2</td>
</tr>
<tr>
<td></td>
<td>B-2</td>
<td>Article I</td>
</tr>
<tr>
<td>Bargaining — Headquarters Level</td>
<td>B-2</td>
<td>1</td>
</tr>
<tr>
<td>Bargaining Unit</td>
<td>B-14</td>
<td>20 1</td>
</tr>
<tr>
<td>“Board” defined</td>
<td>B-11</td>
<td>3 H 2</td>
</tr>
<tr>
<td>Board — Property Loss</td>
<td>B-19</td>
<td>9 A 8</td>
</tr>
<tr>
<td>Borrowed Sick Leave</td>
<td>B-23</td>
<td>12 A</td>
</tr>
<tr>
<td>Chapter Chairman</td>
<td>B-28</td>
<td>12 D</td>
</tr>
<tr>
<td>administering agreement</td>
<td>B-38</td>
<td>15 B 1 A</td>
</tr>
<tr>
<td>consultation with</td>
<td>B-28</td>
<td>12 E 2</td>
</tr>
<tr>
<td>in grievances</td>
<td>B-28</td>
<td>12 C</td>
</tr>
<tr>
<td>official circulars to</td>
<td>B-28</td>
<td>12 F</td>
</tr>
<tr>
<td>Check-Off</td>
<td>B-24, 25</td>
<td>10 B 1, 2, 3, 4, 5, 6, 7, 8, 9</td>
</tr>
<tr>
<td>Circulars</td>
<td>B-24, 25</td>
<td>10 B 1, 2, 3, 4, 5, 6, 7, 8, 9</td>
</tr>
<tr>
<td>City-wide Excessing (See Excessing Rules)</td>
<td>B-24, 25</td>
<td>10 B 1, 2, 3, 4, 5, 6, 7, 8, 9</td>
</tr>
<tr>
<td>COLA</td>
<td>B-7, 8</td>
<td>3 B</td>
</tr>
<tr>
<td>“Community School Board” defined</td>
<td>B-44</td>
<td>20 2</td>
</tr>
<tr>
<td>Conformity to Law</td>
<td>B-44</td>
<td>18 A 13</td>
</tr>
<tr>
<td>Copy of Agreement</td>
<td>B-45</td>
<td>Article 22</td>
</tr>
<tr>
<td>Courses, In-Service</td>
<td>B-9</td>
<td>3 D 1 4</td>
</tr>
<tr>
<td>Covering Classes</td>
<td>B-17</td>
<td>7 1</td>
</tr>
<tr>
<td>“Continuity of Service” defined</td>
<td>B-23</td>
<td>9 F</td>
</tr>
<tr>
<td>Cost of Living Adjustment</td>
<td>B-7, 8</td>
<td>3 B</td>
</tr>
<tr>
<td>Cumulative Absence Reserves</td>
<td>B-19</td>
<td>9 A 4</td>
</tr>
</tbody>
</table>

D-46
<table>
<thead>
<tr>
<th>D</th>
<th>PAGE</th>
<th>ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dangerous Materials Definitions</td>
<td>D-17</td>
<td>7, 3, 4</td>
</tr>
<tr>
<td>“Board”</td>
<td>D-2</td>
<td>I</td>
</tr>
<tr>
<td>“Community School Board”</td>
<td>D-44</td>
<td>20 1</td>
</tr>
<tr>
<td>“Complimentary service”</td>
<td>D-23</td>
<td>20 2</td>
</tr>
<tr>
<td>differential, first salary</td>
<td>D-5</td>
<td>9 D F 2</td>
</tr>
<tr>
<td>grievance</td>
<td>D-32</td>
<td>3 A 3</td>
</tr>
<tr>
<td>seniority — excessing</td>
<td>D-24</td>
<td>15 A</td>
</tr>
<tr>
<td>transfer</td>
<td>D-27</td>
<td>10 B</td>
</tr>
<tr>
<td>special complaint</td>
<td>D-40</td>
<td>16 A</td>
</tr>
<tr>
<td>Differentials</td>
<td>D-5</td>
<td>3 A 3.4</td>
</tr>
<tr>
<td>Discharge, Notice of Discrimination</td>
<td>D-2</td>
<td>Article 2</td>
</tr>
<tr>
<td>Duration of Agreement</td>
<td>D-3</td>
<td>Article 23</td>
</tr>
<tr>
<td>Emergency Situations</td>
<td>D-17</td>
<td>7 1</td>
</tr>
<tr>
<td>Equipment, Handling of Estate, Death Benefits</td>
<td>D-17</td>
<td>7 4</td>
</tr>
<tr>
<td>termination pay</td>
<td>D-14</td>
<td>4 A 2 b 8</td>
</tr>
<tr>
<td>vacation pay and service credit</td>
<td>D-20</td>
<td>9 A 16</td>
</tr>
<tr>
<td>Excessing Rules</td>
<td>D-10</td>
<td>3 E 2 A B</td>
</tr>
<tr>
<td>appointment date determined (seniority)</td>
<td>D-24</td>
<td>10 B</td>
</tr>
<tr>
<td>assigned to leave without pay</td>
<td>D-24</td>
<td>10 B 2, 3, 4</td>
</tr>
<tr>
<td>assigned within district</td>
<td>D-25</td>
<td>10 B 5</td>
</tr>
<tr>
<td>city-wide excess, layoff</td>
<td>D-25</td>
<td>10 B</td>
</tr>
<tr>
<td>employees not accommodated within district</td>
<td>D-24</td>
<td>10 B 7</td>
</tr>
<tr>
<td>headquarters position abolished</td>
<td>D-25</td>
<td>10 B 8</td>
</tr>
<tr>
<td>return to own school</td>
<td>D-27</td>
<td>10 B 9</td>
</tr>
<tr>
<td>Experience toward Salary Credit</td>
<td>D-9</td>
<td>3 C 3</td>
</tr>
<tr>
<td>Fact-Finder (Special Complaints)</td>
<td>D-41</td>
<td>16 F</td>
</tr>
<tr>
<td>Fair Practices</td>
<td>D-3</td>
<td>Article 2</td>
</tr>
<tr>
<td>Files Laboratory Specialists and Laboratory Technicians</td>
<td>D-29</td>
<td>14 A</td>
</tr>
<tr>
<td>Grievance Procedure</td>
<td>D-32</td>
<td>15 A</td>
</tr>
<tr>
<td>appeals, arbitration</td>
<td>D-37</td>
<td>15 C</td>
</tr>
<tr>
<td>appeals, Chapter right to initiate</td>
<td>D-37</td>
<td>15 B 5 b, c</td>
</tr>
<tr>
<td>appeals, second step</td>
<td>D-34</td>
<td>15 B 1 b</td>
</tr>
<tr>
<td>appeals, third step</td>
<td>D-35</td>
<td>15 B 1 c</td>
</tr>
<tr>
<td>arbitration, condition of arbitration, decision applied similarly</td>
<td>D-37</td>
<td>15 C</td>
</tr>
<tr>
<td>arbitration, decision binding</td>
<td>D-37</td>
<td>15 C</td>
</tr>
<tr>
<td>arbitration initiation of arbitration</td>
<td>D-37</td>
<td>15 C</td>
</tr>
<tr>
<td>arbitration, limits on decision</td>
<td>D-37</td>
<td>15 C</td>
</tr>
<tr>
<td>arbitration panel</td>
<td>D-37</td>
<td>15 C</td>
</tr>
<tr>
<td>arbitration remedy</td>
<td>D-37</td>
<td>15 C</td>
</tr>
<tr>
<td>arbitration, policy applied arbitrarily or discriminatorily</td>
<td>D-37</td>
<td>15 C</td>
</tr>
<tr>
<td>chapter chairman</td>
<td>D-33</td>
<td>15 B 1 a</td>
</tr>
<tr>
<td>conferences, step 1</td>
<td>D-33</td>
<td>15 B 1 a</td>
</tr>
<tr>
<td>conferences, step 2</td>
<td>D-34</td>
<td>15 B 1 b</td>
</tr>
<tr>
<td>conferences, step 3</td>
<td>D-35</td>
<td>15 B 1 c</td>
</tr>
<tr>
<td>conferences, time and place</td>
<td>D-37</td>
<td>15 B 6 a</td>
</tr>
<tr>
<td>definitions of</td>
<td>D-33</td>
<td>15 A 1 2</td>
</tr>
<tr>
<td>excuse with pay</td>
<td>D-37</td>
<td>15 B 6 a</td>
</tr>
<tr>
<td>grievance dispute over Board policy</td>
<td>D-37</td>
<td>15 C</td>
</tr>
</tbody>
</table>
hearings, arbitration D-37 15 C
initiation or appeal of special types of grievances D-36 15 B 5
leaves, grievances on D-36 15 B 3
limitation on arbitration D-37 15 D
per sessions — procedure for presented orally or in writing — step 1 D-33 15 B 1 a
priority handling of representation, arbitration representation by minority organization forbidden D-37 15 B 6 B
representation, step 1 D-33 15 B 1 a
representation, step 2 D-34 15 B 1 b
representation, step 3 D-38 15 B 1 c
salary matters D-36 15 B 3
special types D-36 15 B 5
step 1 — School Level D-33 15 B 1 a
step 2 — District Level D-34 15 B 1 b
step 3 — Chancellor D-35 15 B 1 c
time limits, extension of D-37 15 B 7 b
time limits, failure to meet D-37 15 B 7 a
time limits, arbitration D-37 15 C
time limits, step 1 decision D-33 15 B 1 a
time limits, step 2 decision D-34 15 B 1 b
time limits, step 3 decision D-35 15 B 1 c
time limits arbitration — filing D-37 15 C
time limits, step 1, filing D-33 15 B 1 a
time limits, step 2, filing D-34 15 B 1 b
time limits, step 3, filing D-35 15 B 1 c
Union initiation of group D-36 15 B 5

Grievances Not Covered by Grievance Procedure (See Special Complaints) D-42 17 A

H
Hardship Transfers D-27 11 B
Health Plans D-10 3 F 1
Hospital Insurance D-10 3 F 1

I
Individual Employee Rights D-2 15 C 3, 4
Individual Employee Rights in Grievances D-39
Information to Chapter D-28 12 E
Informal Conference D-24 14 B 2
Information at School D-28 12 P
In-Service Course Credit D-9 3 D

J
Joint Investigation in Special Complaints D-40 16 C
Jury Duty Payment D-23 9 E

L
Layoff (See Excessing Rules)
Leaves (See also Absence and Sick Leave)
denial of leaves without pay D-22 9 C
military D-23 9 D 2
per diem service credit D-22 9 C 2
purposes, leaves without pay D-22 9 C
excessing D-24 10 B
maternity and child care D-10 9 E 2
retirement credit recommended D-22 9 C
sabbatical D-120 9 B

D-48
sick (See Sick Leave)  
termination pay  
without pay  
Licensure Regularized  
Longevity Increments  
Lists of Vacancies  
Lunch Period  

Maternity, Service During Leave  
pro-rated pay  
Matters Not Covered  
Medical Examination Request  
Medical Expenses Reimbursed  
Medical Report and Review  
Military, Credit for Sick Leave  
pay for 30 days  
service continuity  

Negotiations. Excuse with Pay  
Newly Appointed, Salary Step  
No-Strike Pledge  

Pay Practices  
Payment Twice Monthly  
Peace Corps Service  
Pension Benefits, Same as Other Board of Education Retirement Systems  
Pension and Retirement Program  
credit on service elsewhere  
credit for substitute service  
Pension and Retirement Program (Legislation enacted 1970)  
Age 55 Revised Service Fraction Plan  
allowance under  
eligibility  
rates of contribution  
vested retirement rights  
Average salary — last year's  
Death benefit  
Death gamble  
Disability Retirement  
accidental — service connected  
ordinary  
Improved Pension Plan  
benefits  
eligibility  
member's contributions  
Legislation jointly prepared  
Payment of Pension Deferred  
Presumptive Retirement (“death gamble”)  
Take home pay increased  
Vested retirement rights  

Pension and Retirement Program (Legislation enacted 1970)  
Age 55 Revised Service Fraction Plan  
allowance under  
eligibility  
rates of contribution  
vested retirement rights  
Average salary — last year's  
Death benefit  
Death gamble  
Disability Retirement  
accidental — service connected  
ordinary  
Improved Pension Plan  
benefits  
eligibility  
member’s contributions  
Legislation jointly prepared  
Payment of Pension Deferred  
Presumptive Retirement (“death gamble”)  
Take home pay increased  
Vested retirement rights
Per Session Rates of Pay and Working Conditions

D-42 17 A
D-43 17 4
D-42 17 B 1 a
D-42 17 B
D-42 17 B
D-28 12 F
D-19 9 A 10

Rates of Pay, Per Session Employees
D-42 17 A
Re-employment after Resignation
D-16 5 C 1, 2
Related Experience, Salary Credit
D-9 3 C 3
Relief Periods
D-16 6 B
Representatives at Grievance Hearings
D-37 15 B 6
Representatives at Special Complaints
D-40 16 C & D
Resignation, Withdrawal of
D-16 5 C 1
Restoration of Service
D-16 5 C 2
Retirement (See Pensions)
D-27 12 A
Restrictions on Union Activities
D-27 12 A
Review Unsatisfactory Rating
D-30 14 C 1

Sabbatical Leaves
D-29 9 B
Safety Program
D-17 8 A
Salary and Differentials
D- 3 3 A
first differential, defined and rate
D- 5 3 A 3
first differential, eligibility
D- 5 3 A 4
in-service courses
D- 9 3 D
non-baccalaureate degree
D- 5 3 A 3
related experience
D- 9 3 C 3
salary credit, per diem substitute
D- 8, 9 3 C 2
salary credit, regular substitute
D- 8 3 C 1
Salaries, Grievances on
D-36 15 B 3
Salary Reopener
D- 7 3 A 8
Salary Schedules
laboratory specialists, IIc
D- 3 3 A 1
laboratory technicians, IIc-b
D- 5 3 A 5
substitute employees
D- 6 3 A 7
Saving Clause
D-45 18
Scholarship Fund
D-10 3 F 2
Selective Service Examination
D-23 9 D 1
Seniority
excessing, city-wide and unit
D-24 10 B
information on transfer lists
D- 3 3 I
transfers
D-27 11, 6
Sick Leave (See also Absence and Leaves)
borrowing additional
D-19 9 A 48
employees on transfer, Board of
Higher Education
D-19 9 A 4, 5
estate, termination pay
D-19 9 A 9
grievances on
D-35 15 B, C
military duty
D-19 9 A 3
per diem service
D-19 9 A 6
prior to resignation
D-20 9 A 18
reinstated after retirement
D-18 9 A 1
resuming service as a substitute
D-19 9 A 2
termination pay
D-19 9 A 10
unused days credited upon
resumption of service
D-18, 19 9 A 2, 4
workmen’s compensation claim
D-20 9 A 12
Special Complaints
D-40 16 A
administrative hearing
D-41 16 D
arbitrator, fact-finder
D-41 16 F
### Complaints Not Covered by Grievance Procedure Defined

- Determination by Board Filings
- Informal Resolution
- Joint Investigation of Limitations on Fact-finder Priority Handling Time Limits

#### Special Types of Grievances Substitutes

- Absence Refunds
- Absence Reserves
- Assignment, Per Diem Compensation Regular
- Credit Resumption of Service
- Discharge, Notice of Pension Credit
- Per Diem Salary Credits
- Qualifications, First Differential Retention Priority, Regular
- Review Procedures, Regular Salary Credit, Regular Salary Schedules, Regular

#### Supplemental Benefits Suspension, Pay During Take-home Pay Increased

<table>
<thead>
<tr>
<th>Type</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Take-Home Pay Increased</td>
<td>D-13</td>
</tr>
<tr>
<td>Termination Pay</td>
<td>D-20</td>
</tr>
<tr>
<td>Transfer Plan</td>
<td>D-26</td>
</tr>
<tr>
<td>Transfer Plan Choices</td>
<td>D-26</td>
</tr>
<tr>
<td>Effective Date</td>
<td>D-26</td>
</tr>
<tr>
<td>Eligibility</td>
<td>D-26</td>
</tr>
<tr>
<td>Hardship Transfer</td>
<td>D-27</td>
</tr>
<tr>
<td>Information to Chapter</td>
<td>D-27</td>
</tr>
<tr>
<td>Newly Organized Schools</td>
<td>D-27</td>
</tr>
<tr>
<td>Number Permitted</td>
<td>D-27</td>
</tr>
<tr>
<td>Refused, Reasons Given</td>
<td>D-27</td>
</tr>
<tr>
<td>Seniority Defined</td>
<td>D-27</td>
</tr>
<tr>
<td>Transfer List</td>
<td>D-26</td>
</tr>
<tr>
<td>Vacancy List</td>
<td>D-26</td>
</tr>
<tr>
<td>Trial Examiner Panel</td>
<td>D-31</td>
</tr>
</tbody>
</table>

#### Union Activities Restricted

- Union Recognition
- Ununsatisfactory Ratings

<table>
<thead>
<tr>
<th>Type</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Union Activities Restricted</td>
<td>D-27</td>
</tr>
<tr>
<td>Union Recognition</td>
<td>D-2</td>
</tr>
<tr>
<td>Ununsatisfactory Ratings</td>
<td>D-43</td>
</tr>
</tbody>
</table>

#### Union Activities

- Per Session
- Probationary
- Substitute

#### Vacation Pay Credit

<table>
<thead>
<tr>
<th>Type</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vacation Pay Credit</td>
<td>D-10</td>
</tr>
</tbody>
</table>

#### Welfare Benefits

- Working Conditions
- Per Session
- Workman’s Compensation Claim

<table>
<thead>
<tr>
<th>Type</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Welfare Benefits</td>
<td>D-10</td>
</tr>
<tr>
<td>Working Conditions</td>
<td>D-42</td>
</tr>
<tr>
<td>Workman’s Compensation Claim</td>
<td>D-20</td>
</tr>
</tbody>
</table>

**D-51**
AGREEMENT

between

THE BOARD OF EDUCATION

of the

City School District

of the

City of New York

and

UNITED FEDERATION OF TEACHERS

Local 2, American Federation

of Teachers, AFL-CIO

covering

TEACHER AIDE
EDUCATIONAL ASSISTANT
EDUCATIONAL ASSOCIATE
AUXILIARY TRAINER
BI-LINGUAL PROFESSIONAL ASSISTANT

September 9, 1975-September 9, 1977
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Agreement</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article One — Union Recognition</td>
<td>E- 1</td>
</tr>
<tr>
<td>Article Two — Fair Practices</td>
<td>E- 2</td>
</tr>
<tr>
<td>Article Three — Rates of Pay</td>
<td>E- 3</td>
</tr>
<tr>
<td>A. Rates of Pay</td>
<td>E- 4</td>
</tr>
<tr>
<td>B. Salary Re-Opener</td>
<td>E- 4</td>
</tr>
<tr>
<td>C. Cost-of-Living Adjustment</td>
<td>E- 6</td>
</tr>
<tr>
<td>Article Four — Work Year</td>
<td>E- 7</td>
</tr>
<tr>
<td>Article Five — Hours of Work</td>
<td>E- 7</td>
</tr>
<tr>
<td>Article Six — Holidays</td>
<td>E- 8</td>
</tr>
<tr>
<td>Article Seven — Vacations</td>
<td>E- 8</td>
</tr>
<tr>
<td>Article Eight — Welfare Fund</td>
<td>E- 8</td>
</tr>
<tr>
<td>Article Nine — Career Training</td>
<td>E- 9</td>
</tr>
<tr>
<td>A. School-Year Training</td>
<td>E- 9</td>
</tr>
<tr>
<td>B. Counseling and Training</td>
<td>E-10</td>
</tr>
<tr>
<td>C. Placement in Setting</td>
<td>E-10</td>
</tr>
<tr>
<td>D. Continuance for Laid Off Employees</td>
<td>E-10</td>
</tr>
<tr>
<td>E. Summer Training</td>
<td>E-10</td>
</tr>
<tr>
<td>F. Union Contribution</td>
<td>E-11</td>
</tr>
<tr>
<td>Article Ten — Opportunity for Summer Work</td>
<td>E-11</td>
</tr>
<tr>
<td>Article Eleven — Health Insurance</td>
<td>E-11</td>
</tr>
<tr>
<td>Article Twelve — Sick Leave</td>
<td>E-12</td>
</tr>
<tr>
<td>Article Thirteen — Layoff and Recall</td>
<td>E-13</td>
</tr>
<tr>
<td>A. Layoff</td>
<td>E-13</td>
</tr>
<tr>
<td>B. Recall</td>
<td>E-13</td>
</tr>
<tr>
<td>C. Temporary Assignment</td>
<td>E-14</td>
</tr>
<tr>
<td>D. Retention of Seniority</td>
<td>E-14</td>
</tr>
<tr>
<td>Article Fourteen — Policy Concerning Applications for Positions</td>
<td>E-14</td>
</tr>
<tr>
<td>Article Fifteen — Damage or Destruction of Property</td>
<td>E-15</td>
</tr>
<tr>
<td>Article Sixteen — Assault and Injury in Line of Duty</td>
<td>E-15</td>
</tr>
<tr>
<td>A. Disability Benefits</td>
<td>E-15</td>
</tr>
<tr>
<td>B. Assistance in Assault Cases</td>
<td>E-15</td>
</tr>
<tr>
<td>Article Seventeen — Excusable Absences With Pay</td>
<td>E-16</td>
</tr>
<tr>
<td>Article Eighteen — Leaves Without Pay</td>
<td>E-17</td>
</tr>
<tr>
<td>Article Nineteen — Retirement Credit</td>
<td>E-17</td>
</tr>
<tr>
<td>Article Twenty — Safety</td>
<td>E-17</td>
</tr>
<tr>
<td>Article Twenty-One — Complaint and</td>
<td></td>
</tr>
<tr>
<td>Grievance Procedures</td>
<td>E-18</td>
</tr>
<tr>
<td>Article Twenty-Two — Discharge and</td>
<td></td>
</tr>
<tr>
<td>Review Procedures</td>
<td>E-22</td>
</tr>
<tr>
<td>Article Twenty-Three — Personnel</td>
<td></td>
</tr>
<tr>
<td>Folders</td>
<td>E-23</td>
</tr>
<tr>
<td>Article Twenty-Four — Pay Practices</td>
<td>E-23</td>
</tr>
<tr>
<td>Article Twenty-Five — Information</td>
<td></td>
</tr>
<tr>
<td>at the School</td>
<td>E-23</td>
</tr>
<tr>
<td>Article Twenty-Six — Check-Off</td>
<td>E-23</td>
</tr>
<tr>
<td>A. Exclusive Check-Off Privilege</td>
<td>E-23</td>
</tr>
<tr>
<td>B. Dues Check-Off on Transfer</td>
<td>E-24</td>
</tr>
<tr>
<td>C. Dues Check-Off Information</td>
<td>E-24</td>
</tr>
<tr>
<td>Article Twenty-Seven — Consultation</td>
<td></td>
</tr>
<tr>
<td>with Union Committee</td>
<td>E-24</td>
</tr>
<tr>
<td>Article Twenty-Eight — Union</td>
<td></td>
</tr>
<tr>
<td>Meetings</td>
<td>E-24</td>
</tr>
<tr>
<td>Article Twenty-Nine — restriction</td>
<td></td>
</tr>
<tr>
<td>on Union Activities</td>
<td>E-24</td>
</tr>
<tr>
<td>Article Thirty — Matters Not</td>
<td></td>
</tr>
<tr>
<td>Covered</td>
<td>E-25</td>
</tr>
<tr>
<td>Article Thirty-One — Conformity to</td>
<td></td>
</tr>
<tr>
<td>Law — Saving Clause</td>
<td>E-25</td>
</tr>
<tr>
<td>Article Thirty-Two — Copy of</td>
<td></td>
</tr>
<tr>
<td>Agreement</td>
<td>E-25</td>
</tr>
<tr>
<td>Article Thirty-Three — No-Strike</td>
<td></td>
</tr>
<tr>
<td>Pledge</td>
<td>E-25</td>
</tr>
<tr>
<td>Article Thirty-Four — Definitions</td>
<td>E-26</td>
</tr>
<tr>
<td>Article Thirty-Five — Notice —</td>
<td></td>
</tr>
<tr>
<td>Legislative Action</td>
<td>E-26</td>
</tr>
<tr>
<td>Article Thirty-Six — Duration</td>
<td>E-26</td>
</tr>
</tbody>
</table>
AGREEMENT

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 UNITED FEDERATION OF TEACHERS, Local 2, American Federation of Teachers, AFL-CIO (hereinafter referred to as the "UNION").

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

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

WHEREAS pursuant to the Statement of Policies and pursuant to the provisions of the Public Employees Fair Employment Act (Chapter 392 of the Laws of 1967 as amended by Chapter 24, 391 et seq. of the Laws of 1969), in a secret ballot election conducted among employees in the titles of Teacher Aide, Educational Assistant, Educational Associate and Auxiliary Trainer in programs to Strengthen Early Childhood Education in Poverty Areas, Pre-kindergarten Classes in Poverty Areas, and More Effective Schools, to determine which labor organization they wished to represent them in collective bargaining with the Board, the Union received a majority of votes and the Board issued a Certificate of Exclusive Bargaining Status to the Union on January 21, 1970; and

WHEREAS, after an appropriate showing of majority representation, the Board also certified the Union on April 6, 1971, as the representative of employees in these same titles in programs other than programs to Strengthen Early Childhood Education in Poverty Areas, Pre-kindergarten Classes in Poverty Areas, and More Effective Schools; and accordingly the Union became the exclusive bargaining representative of all employees in these titles; and

WHEREAS, pursuant to the provisions of the Public Employees' Fair Employment Act the Union became the ex-
exclusive bargaining representative of a unit of all employees in the titles of Teacher Aide, Educational Assistant, Educational Associate, Auxiliary Trainer and Bi-lingual Professional Assistant effective September 9, 1975; and

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

ARTICLE ONE
UNION RECOGNITION

The Board recognizes the Union as the exclusive bargaining representative of all employees employed in the titles of Teacher Aide, Educational Assistant, Educational Associate, Auxiliary Trainer and Bi-lingual Professional Assistant. These persons and each of them are hereinafter referred to variously as "employees" or "employee," as "employees (or employee) in the bargaining Unit," or "employees (or employee) covered by this Agreement," or "paraprofessional" or "paraprofessionals."

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 the existing bargaining unit, employees in such new title or category shall be included within the existing bargaining 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 employees in this bargaining unit for the purpose of hearing the views and proposals of its members, except that, as to matters presented by such organizations which are proper subjects of collective bargaining, the Union shall be informed of the meeting and, as to those matters, any changes or modifications shall be made only through negotiation with the Union.

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

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

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

ARTICLE TWO
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.

The Board of Education agrees that, as a result of the strike and its related activities, it will not dismiss, demote, discipline, or otherwise act against any staff member because of his or her participation in said strike or related activities. Specifically excluded from the foregoing are any and all provisions of the Taylor Law (New York Civil Service Law Section 200 et seq.), none of which are waived hereby.

Any records of court proceedings or other memoranda relating to job action or strike shall not be put in a staff member’s permanent file, except as required by law.
ARTICLE THREE
RATES OF PAY

A. Rates of Pay

Employees in the bargaining unit will be paid at the following rates per hour:

<table>
<thead>
<tr>
<th>Titles</th>
<th>Present Rate</th>
<th>Effective Sept. 9, 1975</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher Aide</td>
<td>$3.58</td>
<td>$3.79</td>
</tr>
<tr>
<td>Teacher Aide “A” (pre '68)*</td>
<td>4.04</td>
<td>4.28</td>
</tr>
<tr>
<td>Educational Assistant (1)</td>
<td>4.19</td>
<td>4.44</td>
</tr>
<tr>
<td>Educational Assistant “A-I”(1a)</td>
<td>4.28</td>
<td>4.54</td>
</tr>
<tr>
<td>Educational Assistant “A-II”(2)</td>
<td>4.37</td>
<td>4.63</td>
</tr>
<tr>
<td>Educational Assistant “B”(3)</td>
<td>4.60</td>
<td>4.88</td>
</tr>
<tr>
<td>Educational Associate (4)</td>
<td>5.47</td>
<td>5.80</td>
</tr>
<tr>
<td>Auxiliary Trainer (5)</td>
<td>5.80</td>
<td>6.15</td>
</tr>
<tr>
<td>Bilingual Professional Assistant**</td>
<td>6.00</td>
<td>6.15</td>
</tr>
</tbody>
</table>

*Employed in title in the fall term of 1967 and continuously thereafter.

**Employed in title prior to December 1, 1975 and continuously thereafter. Those employed in title, effective December 1, 1975 and thereafter shall be paid at the same rate as that established for paraprofessionals with the same level of education and experience under this agreement.

1. Educational Requirement: High School diploma, or high school equivalency diploma, and one year of experience in the program.
   1a. Educational Requirement: 15 semester hours of approved college courses.
   2. Educational Requirement: 30 semester hours of approved college courses.
   3. Educational Requirement: 45 semester hours of approved college courses.
   4. Educational Requirement: 60 semester hours of approved college courses and two years of experience as an Educational Assistant, or 90 semester hours of approved college courses and one year of experience in the program.
   5. Educational Requirement: 60 semester hours of approved college courses and three years of experience as an Educational Assistant or
Educational Associate, or both, or 90 semester hours of approved college courses and two years of experience in the program.

Employees in the bargaining unit who were employed as of the last day of the program in June 1970 in any of the titles set forth above will be paid the rates specified above for the respective titles based on the educational requirements in effect on that date.

Employees in the bargaining unit will advance to the next higher title upon satisfactorily completing the following requirements:

1. A Teacher Aide with one year's experience in the program will be advanced to Educational Assistant upon being awarded a high school diploma or a high school equivalency diploma.

1a. An Educational Assistant will be advanced to Educational Assistant "A-I" upon satisfactorily completing 15 semester hours of approved college courses.

2. An Educational Assistant "A-I" or an Educational Assistant will be advanced to Educational Assistant "A-II" upon satisfactorily completing 30 semester hours of approved college courses.

3. An Educational Assistant "A-II" or an Educational Assistant "A-I" or an Educational Assistant will be advanced to Educational Assistant "B" upon satisfactorily completing 45 semester hours of approved college courses.

4. An Educational Assistant "B" or an Educational Assistant "A-II" or an Educational Assistant "A-I" or an Educational Assistant will be advanced to Educational Associate upon satisfactorily completing 60 semester hours of approved college courses and two years of service as an Educational Assistant or an Educational Assistant "A-I" or an Educational Assistant "A-II" or an Educational Assistant "B" or upon satisfactorily completing 90 semester hours of approved college courses and one year of service in the program.

5. An Educational Associate will be eligible for assignment to Auxiliary Trainer upon satisfactorily completing 60 semester hours of approved college courses and three years of service as an Educational Assistant or an Educational Assistant "A-I," or "A-II," or "B," or as an Educational Associate. An Educational Associate not having three years' experience as required in the preceding sentence will be eligible for assignment to Auxiliary Trainer upon satisfactorily
completing 90 semester hours of approved college courses and two years of service as an Educational Assistant or an Educational Assistant "A-I" or "A-II" or "B," or as an Educational Associate.

B. Salary Re-Opener

On or before July 1, 1976, the Union may notify the Board that it desires to reopen the agreement for purposes of negotiating and reaching agreement on adjustments in salary and differentials. The parties shall commence negotiations at the earliest convenient date thereafter. In the event they are unable to reach agreement relative to salaries and differentials for the 1976-77 contract year on or before 12:01 a.m. September 9, 1976, the dispute shall be submitted to final and binding arbitration. A Panel of Arbitration shall be established of three arbitrators, one selected by the Board, one by the Union, and the third selected by the other two from a panel submitted by the American Arbitration Association. Any changes or adjustments resulting from agreement between the parties or the Award of the Panel of Arbitration shall be effective 12:01 a.m., September 9, 1976 unless specifically provided otherwise.

Should the Union not give notice to the Board of a desire to reopen, as set forth hereinabove, then the agreement shall be renewed without change for the 1976-77 contract year.

C. Cost-of-Living Adjustment

If the Consumer Price Index for Urban Wage Earners and Clerical Workers, New York, N.Y./Northeastern N.J. (Base Year 1967 equals 100) when published by the Bureau of Labor Statistics, U.S. Dept. of Labor, for September 1975 exceeds the Index for June 1975, the Board shall pay, effective Oct. 1, 1975, and during the period Oct. 1, 1975 through March 31, 1976, to all employees covered by this agreement, a cost-of-living adjustment at the rate of one cent per hour for each full four-tenths (0.4) of a point increase in such Index.

Should such Index published for March 1976 exceed by more than four-tenths (0.4) of a point the Index for June 1975, the Board shall pay effective April 1, 1976, and during the period April 1, 1976 through June 30, 1976, to all employees covered by this agreement, a cost-of-living adjustment at the rate of one cent per hour for each four-tenths (0.4) of a point of such increase in the Index.

Any such cost-of-living adjustment shall not become part of the basic wage rates, but the adjustment shall be included for all hours worked, for other paid time, and for overtime pay required by law.
If the Consumer Price Index for Urban Wage Earners and Clerical Workers, New York, N.Y./Northeastern N.J. (Base Year 1967 equals 100) when published by the Bureau of Labor Statistics, U.S. Dept. of Labor, for September 1976 exceeds the Index for June 1976, the Board shall pay, effective Oct. 1, 1976, and during the period Oct. 1, 1976 through March 31, 1977, to all employees covered by this agreement, a cost-of-living adjustment at the rate of one cent per hour for each full four-tenths (0.4) of a point increase in such Index.

Should such Index published for March 1977 exceed by more than four-tenths (0.4) of a point the Index for June 1976, the Board shall pay effective April 1, 1977, and during the period April 1, 1977 through June 30, 1977, to all employees covered by this agreement, a cost-of-living adjustment at the rate of one cent per hour for each four-tenths (0.4) of a point of such increase in the Index.

Any such cost-of-living adjustment shall not become part of the basic wage rates, but the adjustment shall be included for all hours worked, for other paid time, and for overtime pay required by law.

ARTICLE FOUR
WORK YEAR

The work year for employees in the bargaining unit will begin on the Wednesday before the opening of school in September and will end at the conclusion of the regular school year in June.

Employees assigned to programs which start at the beginning of the school year will report for orientation and work on the Wednesday before the opening of school in September, and will be paid at their regular rates. Other employees will report for orientation and work on the day the program to which they are assigned starts, and will be paid at their regular rates.

ARTICLE FIVE
HOURS OF WORK

A. Assignment to programs which in the 1974-75 school year required 5 hours of work per day, or 25 hours of work per week, shall be made for 5 hours and 30 minutes per day or 27½ hours per week.

B. Assignment to programs which in the 1974-75 school year required 6 hours of work per day, or 30 hours of work per week, shall be made for no less than 27½ hours per week.

C. Assignment to programs shall be made for no less than
20 hours per week for paraprofessionals who are not covered by Section A or B of this article, effective at the start of the 1976-77 school year.

ARTICLE SIX
HOLIDAYS

Employees in the bargaining unit 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.

ARTICLE SEVEN
VACATIONS

Employees in the bargaining unit will be given the following vacations with pay at their regular rate:

1. The Christmas school recess and the spring school recess.
2. Ten days of vacation at the conclusion of school in June.

The ten days of vacation shall be pro-rated at the rate of one day of vacation for each month, or major portion thereof of service during the school year.

Christmas Day, New Year's Day and Good Friday are not deemed vacation days but are included in paid holidays under Article Six.

ARTICLE EIGHT
WELFARE FUND

Effective September 9, 1975, the Board will provide funds at the rate of $350.00 per year on a pro-rata basis per month during the regular school year on behalf of each employee covered by this agreement, whether a member of the Union or not, for the purpose of making available for each such employee supplemental welfare benefits, and benefits for the education of employees in the bargaining unit, under a plan to be devised and established jointly by representatives of the Board and of the Union.

Effective October 1, 1975, the Board will provide for such purposes additional funds at the rate of $50.00 per year per each such employee, for a total of $400.00 per year.

Effective October 1, 1976, the Board will provide for such purposes additional funds at the rate of $50.00 per year per each such employee, for a total of $450.00 per year.

Effective September 1, 1975, the Board will continue to
Art. 9A4

make payments for supplemental benefits at the rates per year set forth herein on a pro-rata basis per month during the regular school year for ninety days from the day of layoff on behalf of each laid off employee.

ARTICLE NINE

CAREER TRAINING

It is the joint purpose of the parties that employees in the bargaining unit be afforded an opportunity to qualify for advancement to professional positions including positions other than classroom teacher, with the Board of Education through experience and through appropriate undergraduate career training except that paraprofessionals who have a degree may be enrolled for such undergraduate education courses as would qualify them to take a Board of Examiners examination. To achieve this purpose, the Board will make available each school year to all employees covered by this agreement, six semester hours of career training each semester and six additional semester hours of career training during the summer, each semester hour being equivalent to one credit; and it is further agreed that:

A. School-Year Training

1. The Board will grant each college semester to bargaining unit employees having a work program of 27\(\frac{1}{2}\) hours per week released time of 2\(\frac{1}{2}\) hours per week with pay for study at an approved college or for high school equivalency training, provided that in that semester the employee is enrolled for and completes a total of at least five semester hours of such study or training.

2. The Board will grant each college semester to bargaining unit employees having a work program of 30 hours or more per week released time of three hours per week with pay for study at an approved college or for high school equivalency training, provided that in that semester the employee is enrolled for and completes a total of at least six semester hours of such study or training.

3. The Board will grant each college semester to bargaining unit employees having a work program of 25 hours per week released time of two hours per week with pay for study at an approved college or for high school equivalency training, provided that in that semester the employee is enrolled for and completes a total of at least five semester hours of such study or training.

4. Employees in the bargaining unit having a program of 20 hours per week will be paid for an additional two hours per
Art. 9 A 5

week for time spent during a college semester in approved college study or high school equivalency training, provided that the employee is enrolled for and completes in the semester a total of at least four semester hours of such study or training.

5. Employees who are enrolled in the college training program financed by the Human Resources Administration will be covered by the provisions of the preceding subparagraphs only in the event that the Human Resources Program is discontinued.

B. Counseling and Training

The Board will provide counseling and training for paraprofessionals enrolled in career training which will guide and encourage them to prepare for meeting the qualifications in those license areas where there is a shortage of fully qualified personnel, or where job opportunities are expanding.

C. Placement in Setting

Where the paraprofessional’s college program requires service in a particular educational setting (such as special education) the Board shall cooperate in providing for the appropriate placement of the paraprofessional, upon his request, to an opening in such setting. A paraprofessional who is so placed shall retain the benefits (including seniority) that he would have had if he had not been placed pursuant to this provision, except to the extent that changes are required by the nature of the program in which he is placed. If the paraprofessional is placed in a different district he shall return to his district at the conclusion of such placement, and take his place in the district in accordance with his seniority.

D. Continuance for Laid Off Employees

Para-professionals who are laid off shall be permitted to continue in the career training program for one term following their layoff.

E. Summer Training

1. In the summer, the Board will make available to all employees covered by this agreement having a high school or high school equivalency diploma, a six-week college summer career training program. For those employees not having a high school or high school equivalency diploma, the Board will make available a six-week high school equivalency summer career training program. Such summer career training
programs are to commence after the close of the school year.

2. The Board will pay a stipend of $80.00 per week to each employee who regularly works 27½ hours per week during the spring semester for satisfactory attendance in the summer career training program.

The Board will pay a stipend of $85.00 per week to each employee who regularly works 30 hours per week during the spring semester for satisfactory attendance in the summer career training program.

3. Employees who work for the Board of Education while in attendance in the summer career training program shall not receive the stipend.

4. A para-professional who enrolls in the high school equivalency summer career training program for two summers and does not pass the examination shall not be eligible for the stipend in the succeeding summers.

5. The stipend for satisfactory attendance in the college summer career training program shall be paid to employees who enroll for six credits during the summer. Where fewer than six credits are needed to complete a B.A., or if six credits in the courses needed are not available, the stipend shall be paid for enrollment to complete the B.A. requirements or the available courses needed.

F. Union Contribution

The Union will contribute each year toward career training an amount equal to 15 percent of $190.00, or $28.50, on a pro-rata basis for each employee in the bargaining unit from the welfare payments made to it by the Board in accordance with Article Eight hereof.

ARTICLE TEN

OPPORTUNITY FOR SUMMER WORK

Summer work at their regular schedule of hours which may be available in their titles in the district shall be given to applicants in the bargaining unit in order of seniority.

For the purpose of this Article, seniority is defined as the length of continuous service as a para-professional employee in the district.

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

ARTICLE ELEVEN

HEALTH INSURANCE

A. The Board will provide employees covered by this Agreement who regularly work 20 hours or more a week from
Art. 11 B

September through June and who return to work the following September with health insurance coverage on a 12-month basis.

B. Effective September 9, 1975 employees who are laid off and who are covered by a health and hospital insurance plan at the time they are laid off shall continue to be so covered for ninety days from the day on which they are laid off, and the Board will pay the full cost of such coverage. For purposes of implementing this provision employees who were laid off between September 1, 1975 and September 9, 1975 shall be deemed to have been laid off on September 9, 1975 and their coverage shall be continuous from that date.

ARTICLE TWELVE
SICK LEAVE

a. Employees will be granted one-day's sick leave with pay for each month of work during the regular school year. Unused sick leave shall be cumulative from month to month during the school year and from year to year up to a maximum of 145 days.

b. 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.

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

d. Para-professionals 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).

e. Employees who are absent due to allergic or positive reaction from a skin test shall not suffer loss of sick leave days.

f. Employees with two years of service who leave for reasons of illness shall, subject to approval of the Medical Board, be entitled to return within one year on the basis of seniority and shall regain the seniority and other rights they had before leaving.

g. Employees who work during the summer will be granted one day of sick leave with pay for each month of work or major portion thereof. Sick leave days so earned are cumulative from month to month during the summer.
Unused sick days are not cumulative from year to year nor may they be credited to sick leave acquired by working during the regular school year.

h. Unused sick leave accumulated as a paraprofessional shall be transferred to the employee’s sick “bank” if he is employed in a different Board position.

**ARTICLE THIRTEEN**

**LAYOFF AND RECALL**

**A. Layoff**

In the event of layoff of employees in the bargaining unit because of lack of work, the employee with the least seniority in the district shall be selected for layoff except that an employee who would otherwise be laid off on the basis of seniority may be retained only if and so long as he meets any of the following requirements for the program and no employee with greater seniority meets such requirements:

1. The employee possesses special competence in the particular program by reason of at least 60 hours of special training, as required in the specifications for the program.

2. The employee possesses special knowledge or skills such as bi-lingual proficiency or competence in such subject areas as mathematics, reading, music or art, as required in the specifications for the program.

3. The employee has acquired 15 or more college credits through career training and such training is necessary for his duties in the program and is prescribed in the specifications for the program.

Seniority shall be defined as length of service as a paraprofessional employee in the bargaining unit in the district.

**B. Recall**

Recall of employees who are laid off because of lack of work shall be made to available positions in the bargaining unit in the district on the basis of greatest seniority except where the employee does not meet any of the following requirements for an available position:

1. The employee is required to have at least 60 hours of special training, as provided in the specifications for the program.

2. The employee is required to have special knowledge or skills such as bi-lingual proficiency or competence in such subject areas as mathematics, reading, music or art, as provided in the specifications for the program.

3. The employee is required to have 15 or more college credits through career training and such training is neces-
sary for his duties in the program and is prescribed in the
specifications for the program.

Seniority shall be defined as length of service as a para-
professional employee in the bargaining unit in the district.

An "available" position as used herein is a new or vacant
position or the position of a para-professional on leave.

C. Temporary Assignment

Paraprofessionals who are laid off in a district shall be
considered for temporary employment in programs operated
centrally before any new employee is hired in such
programs, until they are recalled. Upon being recalled to
their district they shall regain only the seniority they had
when they were laid off.

D. Retention of Seniority

An employee in the bargaining unit who is laid off because
of lack of work and who is recalled within one year shall
regain the seniority he had, and shall be credited with the ac­
cumulated sick leave to which he was entitled at the time he
was laid off.

ARTICLE FOURTEEN
POLICY CONCERNING
APPLICATIONS FOR POSITIONS

A. Employees may apply for positions in the bargaining
unit in a school within the district other than the school in
which they are serving. An employee who applies in writing
for an opening in the bargaining unit will be interviewed and,
if deemed qualified, will be given preference for employment
in the opening in another school if:

1. the employee has more than the equivalent of one school
term of continuous service, and

2. the school with the opening is nearer to the employee's
home than the school in which he is serving.

An "opening" is a vacancy created by the termination of a
regularly-employed employee or a new position assigned to a
school or a position in a newly-constructed school. The deter­
mination of qualifications for employment in an opening in a
particular school in the bargaining unit shall be made by the
head of the school or by the head of the program.

B. Vacancies in the position of auxiliary trainer shall be
posted for seven school days in all schools in the district in
which the vacancy occurs. The senior qualified applicant
shall be selected.
ARTICLE FIFTEEN
DAMAGE OR DESTRUCTION OF PROPERTY
A. Employees shall not be held responsible for loss of school property when such loss is not the fault of the employee. This does not exonerate the employee from responsibility for school property in his charge.
B. The Board of Education will reimburse para-professionals in the bargaining unit in an amount not to exceed a total of $100 in any school year for loss or damage or destruction, while on duty in the school, or while on duty on a field trip, of personal property of a kind normally worn to or brought into school or on a field trip when the paraprofessional 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 SIXTEEN
ASSAULT AND INJURY IN LINE OF DUTY
A. Disability Benefits
A leave of absence with pay and without charge to time allowance, for a period not to exceed one calendar year, shall be granted, subject to established administrative practices, upon the determination of the Chancellor that the employee has been physically disabled because of an assault made upon him during the performance of his official duties, or because of injury in the line of duty.
B. Assistance in Assault Cases
1. The principal shall report as soon as possible but within 24 hours to the Law Office and to the Chief Administrator of School Safety that an assault upon an employee has been reported to him. The principal shall investigate and file a complete report as soon as possible to the Law Office and to the Chief Administrator of School Safety. The full report shall be signed by the employee to acknowledge that he has seen the report and he may append a statement to such report.
2. The Law Office shall inform the paraprofessional immediately of his rights under the law and shall provide such information in a written document.
3. The Law Office shall notify the para-professional of its readiness to assist the para-professional as follows:
   • by obtaining from police and from the principal relevant
Art. 16 B 5

information concerning the culprits;
• by accompanying the para-professional in court appearances;
• and by acting in other appropriate ways as liaison among para-professional, police and the courts.

This assistance is intended solely to apply to the criminal aspect of any case arising from such assault.

4. Should the Law Office fail to provide an attorney to appear with the para-professional in Family Court, the Board will reimburse the para-professional if he retains his own attorney for only one such appearance in an amount up to $40.00.

5. An assaulted employee who presses charges against his assailant shall have his days of court appearance designated as non-attendance days with pay.

ARTICLE SEVENTEEN
EXCUSABLE ABSENCES WITH PAY

Employees will be excused with pay as follows for absence during working hours subject to established administrative practices:

1. Absence not to exceed four working sessions in the case of death in the immediate family.

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. 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.

2. Absence for jury duty: the employee excused for jury duty shall endorse the check for services rendered as a juror to the Administrator of Business Affairs. Otherwise there shall be deducted from his salary an amount equal to the sum he is entitled to receive from the appropriate governmental agency for his performance of such jury duty.

3. Absence of no more than one session for each of the following purposes: receiving a degree from a college or university; attending the graduation of an employee's child from an eight-year elementary school, or from a junior high school, or from a high school or from a college. Absence for attendance at graduations which occur during working hours only will be excused.
ARTICLE EIGHTEEN
LEAVES WITHOUT PAY

A. An employee with two or more years of service who leaves for reasons of maternity and returns to employment in the district within two years shall regain the seniority she had at the time she left, and shall be credited with the accumulated sick leave to which she was entitled at the time she left less the sick days used while on maternity leave.

B. An employee with three or more years of service who leaves for approved study and returns to employment in the district within one year shall regain the seniority he had at the time he left and shall be credited with the accumulated sick leave to which he was entitled at the time he left.

ARTICLE NINETEEN
RETIREMENT CREDIT

The Board will adopt a resolution recommending to the Teachers' Retirement Board that employees in the bargaining unit who become teachers in the New York City school system and members of the Teachers' Retirement System of the City of New York be given pension credit for their prior service with the Board as para-professional employees. The Board will recommend to the Mayor that employees in the bargaining unit who become eligible for membership in a retirement system of any mayoral or other city agency be given pension credit for their prior service with the Board as para-professional employees.

ARTICLE TWENTY
SAFETY

The principal is charged with the responsibility of maintaining security and safety in the school. To meet this responsibility, he shall develop, in consultation with the Union chapter committee and the parents association of the school, a comprehensive safety plan, subject to the approval of the Chief Administrator of School Safety.

A complaint by a para-professional that there has been a violation of the plan as to him, may be made to the principal, orally or in writing, as promptly as possible.

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

If the para-professional is not satisfied with the decision of the principal, he 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 decision in writing to the para-professional within 24 hours after receiving the appeal.

If the para-professional is not satisfied with the decision of the community superintendent or assistant superintendent, he 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 decision in writing to the para-professional 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 a substantial number of para-professionals have a complaint the chapter committee, upon their request, may initiate the complaint in their behalf.

Where all para-professionals in the school are affected, the chapter committee may initiate a complaint on behalf of all para-professionals.

ARTICLE TWENTY ONE
COMPLAINT AND GRIEVANCE PROCEDURES
Policy

It is the policy of the Board to encourage discussion on an informal basis between a supervisor and an employee of any employee complaint. Such discussion should be held with a view to reaching an understanding which will dispose of the matter in a manner satisfactory to the employee, without need for recourse to the formal grievance procedure. An employee's complaint should be presented and handled promptly and should be disposed of at the lowest level of supervision consistent with the authority of the supervisor.

Upon request to the head of the school, a Union staff representative shall be permitted to meet with employees in the unit during their non-working time, within the school, for the purpose of investigating complaints and grievances, under circumstances which will not interfere with the para-professional program or other school activities. When necessary, any employee in the unit who is a chapter chairman in the school 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 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 Chapter Chairman at the school or a Union 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 of time following the action complained of, present such complaint as a grievance in accordance with the provisions of this grievance procedure.

Complaints concerning matters which are not within the authority of the Board should be presented in accordance with the review procedures of the agency having authority over such matters.

The grievance procedure does not apply to complaints concerning discharge. A separate review procedure is provided for complaints as to discharge.

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

The Union has the right to initiate or appeal a grievance involving alleged violation of any term of this Agreement. Such grievance shall be initiated with the appropriate community or assistant superintendent or with such other Board official as may be appropriate.

Following is the procedure for presentation and adjustment of grievances:

School Level (Step 1)

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

District Level (Step 2)

If the grievance is not resolved at the first step, the employee may then appeal the grievance to the community
Art. 21

or assistant superintendent as the Board representative at Step 2.

**Board Level (Step 3)**

If the grievance is not resolved at Step 2, the aggrieved employee may appeal from the decision at Step 2 to the Chancellor within 10 school days after the decision of the community or assistant superintendent is received.

When a grievance is appealed to the Chancellor at Step 3, the Union may advise the Grievance Panel of that appeal, in order to expedite possible scheduling before the Panel in the event that the grievance is subsequently appealed to the Grievance Panel.

**Representation**

At each step, the employee may be accompanied by a Union representative or by an employee in the bargaining unit who is not an official or agent of another employee organization. At Step 1, the Union representative shall be the chapter chairman at the school. At Steps 2 and 3, the Union representative shall be a Union staff representative.

**Conferences and Decisions**

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

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

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

If a satisfactory resolution is not reached or if a decision is not rendered within the time limit at Step 1, 2, or 3, the employee may appeal the grievance to the next higher step.
Appeals to the Grievance Panel (Step 4)

A grievance which has not been resolved by the Chancellor at Step 3 may be appealed by the employee to the Grievance Panel. A grievance may not be appealed to the Grievance Panel unless a decision has been rendered by the Chancellor at Step 3, except in cases where the decision on the grievance has not been communicated to the aggrieved employee and his representative by the Chancellor within the time limit specified for Step 3 appeals.

The appeal to the Grievance Panel shall be filed within 10 school days after receipt of the decision of the Chancellor. Where no hearing has been held, or no decision has been issued, within 10 school days following receipt of the grievance by the Chancellor at Step 3, the appeal to the Grievance Panel shall be filed within 10 school days following the expiration of the 10-day period.

The Panel shall be composed of one representative of the Board, one representative of the Union and one other person, selected by mutual agreement of the Board and the Union, who shall be the chairman.

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

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

1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law;

2. Involving Board discretion or Board policy under the provisions of this Agreement, under Board by-laws, or under applicable law, except that the Panel may decide in a particular case that such policy was disregarded or that the attempted application of any such term of this agreement was so discriminatory, arbitrary or capricious as to constitute an abuse of discretion;

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

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

E-21
With respect to all other grievances, if the grievance is not resolved by unanimous agreement of the Panel members and the employee at the conference, then a report and majority recommendation of the Panel shall be transmitted by the chairman to the Chancellor. Within 10 school days after the date that 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 10 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 10-day limit specified above, shall be communicated to the aggrieved employee. If the Chancellor decides to disapprove a recommendation of the Panel, he shall notify the aggrieved employee and the Panel of his decision.

ARTICLE TWENTY TWO
DISCHARGE REVIEW PROCEDURES

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

If an employee with more than the equivalent of one school term of continuous service is discharged, he shall, upon his request, be given a written notice of discharge and a statement of the general reasons for such action. 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 review procedures to be prescribed by the Board of Education.

The time limits for Steps 1 and 2 for review of discharge complaints shall be as follows:

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

2. At Step 2, within 15 school days after the appeal is received.

The Discharge Review Procedure shall include, as a further step, a provision for "final arbitration" by the Grievance Panel established under Article Twenty-one of this Agreement. That provision shall read as follows:
"An employee who is not satisfied with the determination made at Step 2 may appeal to the Grievance Panel established under Article Twenty-one of this Agreement for final arbitration."

ARTICLE TWENTY THREE
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.

ARTICLE TWENTY FOUR
PAY PRACTICES

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.

ARTICLE TWENTY FIVE
INFORMATION AT THE SCHOOL

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

B. A copy of the district seniority list for employees in the bargaining unit shall be posted in each school in the district. A copy shall be given to the Union chapter chairman and to the Union district representative.

ARTICLE TWENTY SIX
CHECK-OFF

A. Exclusive Check-off Privilege

The Board will honor, in accordance with their terms, only such written authorizations as are properly executed by employees in the unit covered by this Agreement for the deduction of their dues in behalf of the Union.
B. Dues Check-Off on Transfer

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

C. Dues Check-Off Information

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

ARTICLE TWENTY SEVEN
CONSULTATION WITH UNION COMMITTEE

Appropriate representatives at Board headquarters level and representatives of the Union shall meet once a month during the school year to consult on matters of para-professional policy and on questions relating to the implementation of this Agreement.

ARTICLE TWENTY EIGHT
UNION MEETINGS

Upon request to the head of the school, members of the Union who are in the bargaining unit shall be permitted to meet within the school under circumstances which will not interfere with the para-professional program or other school activities. Such meetings may be held only during the employees' lunch period or before or after the employees' working hours, at a place to be assigned by the head of the school, where other employees or children are not present. Union officials may attend such meetings.

ARTICLE TWENTY NINE
RESTRICTION ON UNION ACTIVITIES

A. 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.

B. The Para-professional Chapter chairman shall be allowed one day per week for investigation of grievances and for other appropriate activities relating to the administration of this agreement and to the duties of his office.

ARTICLE THIRTY
MATTERS NOT COVERED

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

ARTICLE THIRTY ONE
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 THIRTY TWO
COPY OF AGREEMENT

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

ARTICLE THIRTY THREE
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 THIRTY FOUR
DEFINITIONS

A. Wherever the term "semester hours" is used in this Agreement, it shall mean college credits.

B. Whenever the term "Board" is used in the Agreement, it shall mean the City Board, it being understood, nevertheless, that this contract is binding on all community school boards in accordance with Section 2590 of the Education Law.

ARTICLE THIRTY FIVE
NOTICE—LEGISLATIVE ACTION

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

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

ARTICLE THIRTY SIX
DURATION

This agreement shall become effective as of September 9, 1975, and shall continue in full force and effect until September 9, 1977.

Dated: 1976, Brooklyn, N. Y.

ISAIAH E. ROBINSON, JR.
President
The Board of Education
of the
City School District
of the
City of New York

ALBERT SHANKER
President
United Federation of Teachers, Local 2
American Federation of Teachers, AFL-CIO

E-26
INDEX

<table>
<thead>
<tr>
<th>Item</th>
<th>Page</th>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>Absence</td>
<td>E-16</td>
<td>17, 1</td>
</tr>
<tr>
<td>additional excused death in family</td>
<td>E-16</td>
<td>17, 1</td>
</tr>
<tr>
<td>jury duty</td>
<td>E-16</td>
<td>17, 2</td>
</tr>
<tr>
<td>one session absences listed</td>
<td>E-16</td>
<td>17, 3</td>
</tr>
<tr>
<td>Agreement, Copy available</td>
<td>E-23</td>
<td>32</td>
</tr>
<tr>
<td>Applications for Positions</td>
<td>E-14</td>
<td>14 A</td>
</tr>
<tr>
<td>‘Opening’ defined vacancies, auxiliary trainer policy on</td>
<td>E-14</td>
<td>14 A 2</td>
</tr>
<tr>
<td>Assault and Injury</td>
<td>E-15</td>
<td>16</td>
</tr>
<tr>
<td>disability benefits</td>
<td>E-15</td>
<td>16 A</td>
</tr>
<tr>
<td>law office</td>
<td>E-15</td>
<td>16 A 2</td>
</tr>
<tr>
<td>report by principal</td>
<td>E-15</td>
<td>16 A 5</td>
</tr>
<tr>
<td>Auxiliary Trainer, Title</td>
<td>E-2</td>
<td>1</td>
</tr>
<tr>
<td>advance in title</td>
<td>E-5</td>
<td>3 A 5</td>
</tr>
<tr>
<td>pay</td>
<td>E-4</td>
<td>3 A</td>
</tr>
<tr>
<td>vacancies posted</td>
<td>E-14</td>
<td>14 B</td>
</tr>
<tr>
<td>Bargaining Unit, Titles in members to meet in school</td>
<td>E-2</td>
<td>1</td>
</tr>
<tr>
<td>“Board” defined</td>
<td>E-24</td>
<td>28</td>
</tr>
<tr>
<td>E-26</td>
<td>34 B</td>
<td></td>
</tr>
<tr>
<td>Career Training</td>
<td>E-9</td>
<td>9</td>
</tr>
<tr>
<td>during school year</td>
<td>E-9</td>
<td>9 A</td>
</tr>
<tr>
<td>during summer</td>
<td>E-10</td>
<td>9 E</td>
</tr>
<tr>
<td>financed by Human Resources Administration</td>
<td>E-10</td>
<td>9 A 5</td>
</tr>
<tr>
<td>joint purpose</td>
<td>E-9</td>
<td>9</td>
</tr>
<tr>
<td>stipend paid</td>
<td>E-11</td>
<td>9 E 2</td>
</tr>
<tr>
<td>union contribution</td>
<td>E-11</td>
<td>9 F</td>
</tr>
<tr>
<td>Chancellor</td>
<td>E-18</td>
<td>21</td>
</tr>
<tr>
<td>in grievance procedure</td>
<td>E-18</td>
<td>21</td>
</tr>
<tr>
<td>and grievance panel</td>
<td>E-8</td>
<td>6</td>
</tr>
<tr>
<td>and school closing</td>
<td>E-8</td>
<td></td>
</tr>
<tr>
<td>Chapter Chairman</td>
<td>E-24</td>
<td>29 B</td>
</tr>
<tr>
<td>administering agreement</td>
<td>E-18</td>
<td>21</td>
</tr>
<tr>
<td>grievance procedure</td>
<td>E-18</td>
<td>21</td>
</tr>
<tr>
<td>grievance procedure investigations</td>
<td>E-23</td>
<td>25 B</td>
</tr>
<tr>
<td>seniority lists to</td>
<td>E-17, 18</td>
<td>20</td>
</tr>
<tr>
<td>Chapter Committee</td>
<td>E-15, 17</td>
<td>16 B</td>
</tr>
<tr>
<td>safety program</td>
<td>E-15, 17</td>
<td>20</td>
</tr>
<tr>
<td>Chief Administrator of School Safety</td>
<td>E-17, 18</td>
<td>20</td>
</tr>
<tr>
<td>Check-off</td>
<td>E-23</td>
<td>26 A</td>
</tr>
<tr>
<td>exclusive union privilege</td>
<td>E-24</td>
<td>26 C</td>
</tr>
<tr>
<td>information to union</td>
<td>E-24</td>
<td>26 B</td>
</tr>
<tr>
<td>on transfers</td>
<td>E-24</td>
<td></td>
</tr>
<tr>
<td>Chicken Pox (Varicella)</td>
<td>E-12</td>
<td>12 d</td>
</tr>
<tr>
<td>Children’s Diseases</td>
<td>E-12</td>
<td>12 d</td>
</tr>
<tr>
<td>Christmas</td>
<td>E-8,2</td>
<td>7, 1</td>
</tr>
<tr>
<td>COLA</td>
<td>E-6</td>
<td>3 c</td>
</tr>
<tr>
<td>Collective Bargaining changes and modifications through negotiation</td>
<td>E-2</td>
<td>1</td>
</tr>
<tr>
<td>headquarters level only</td>
<td>E-2</td>
<td>1</td>
</tr>
<tr>
<td>individual rights recognized</td>
<td>E-2</td>
<td>1</td>
</tr>
<tr>
<td>union recognition</td>
<td>E-2</td>
<td>1</td>
</tr>
<tr>
<td>titles in</td>
<td>E-2</td>
<td>1</td>
</tr>
</tbody>
</table>
Community School Boards
delegated authority
Complaints (See Grievance Procedure)
safety program
Conformity to Law — Saving Clause
Consultation
prior, on matters not covered with Board
Consumer Price Index
Cost of Living Adjustment

Definitions
available position
board
final arbitration
immediate family
opening
personal property
semester hours
seniority, layoff
seniority, recall
seniority summer
work
workyear
Disability Benefits
Discharge (See Review Procedure)
Duration of Agreement

Education Assistant, Title
advance in title
pay scale
Educational Associate, Title
advance in title
pay scale
Educational Requirements, Pay Scale
Evaluatory Statements
Exclusive Bargaining Representative

Fair Practices
"Final Arbitration" discharges

grievances

German Measles (Rubella)
Good Friday
Grievance Procedure
board level (step 3)
chapter chairman involvement
complaints as grievances
complaints not under board authority
conferences, at each step
decisions, at each step
district level (step 2)
grievance not resolved by Chancellor
grievance panel (step 4)
group grievance
informal complaint
policy
representation
<table>
<thead>
<tr>
<th>Item</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>school level (step 1)</td>
<td>E-19</td>
</tr>
<tr>
<td>step 1 (school level)</td>
<td>E-19</td>
</tr>
<tr>
<td>step 2 (district level)</td>
<td>E-19</td>
</tr>
<tr>
<td>step 3 (board level)</td>
<td>E-20</td>
</tr>
<tr>
<td>step 4 (grievance panel)</td>
<td>E-21</td>
</tr>
<tr>
<td>time limits</td>
<td>E-20</td>
</tr>
<tr>
<td>union, initiate or appeal</td>
<td>E-19</td>
</tr>
<tr>
<td>Grievance Panel, Step 4, Appeal to composition of</td>
<td>E-21</td>
</tr>
<tr>
<td>costs</td>
<td>E-21</td>
</tr>
<tr>
<td>decisions by Chancellor</td>
<td>E-21</td>
</tr>
<tr>
<td>decision final, agreement grievances</td>
<td>E-21</td>
</tr>
<tr>
<td>decisions not under agreement</td>
<td>E-21</td>
</tr>
<tr>
<td>“final arbitration” discharges</td>
<td>E-22, 23</td>
</tr>
<tr>
<td>final arbitration, grievances</td>
<td>E-21</td>
</tr>
<tr>
<td>restrictions on decisions</td>
<td>E-21</td>
</tr>
<tr>
<td>time limits on decisions</td>
<td>E-21, 23</td>
</tr>
<tr>
<td>time limits for filing</td>
<td>E-21</td>
</tr>
<tr>
<td>when used</td>
<td>E-21</td>
</tr>
<tr>
<td>Health Insurance</td>
<td>E-11</td>
</tr>
<tr>
<td>Holidays</td>
<td>E-8</td>
</tr>
<tr>
<td>listed</td>
<td>E-8</td>
</tr>
<tr>
<td>paid</td>
<td>E-8</td>
</tr>
<tr>
<td>Hours of Work</td>
<td>E-7</td>
</tr>
<tr>
<td>Illness</td>
<td>E-12</td>
</tr>
<tr>
<td>“Immediate Family,” defined</td>
<td>E-16, E-2</td>
</tr>
<tr>
<td>Individual Employee Rights</td>
<td>E-2</td>
</tr>
<tr>
<td>Information</td>
<td>E-23</td>
</tr>
<tr>
<td>at school</td>
<td>E-24</td>
</tr>
<tr>
<td>check-off</td>
<td>E-23</td>
</tr>
<tr>
<td>official circulars</td>
<td>E-23</td>
</tr>
<tr>
<td>seniority list</td>
<td>E-23</td>
</tr>
<tr>
<td>to union, check-off</td>
<td>E-24</td>
</tr>
<tr>
<td>Injury</td>
<td>E-15</td>
</tr>
<tr>
<td>Jury Duty</td>
<td>E-16</td>
</tr>
<tr>
<td>Layoff</td>
<td>E-13</td>
</tr>
<tr>
<td>exceptions</td>
<td>E-13</td>
</tr>
<tr>
<td>order of</td>
<td>E-13</td>
</tr>
<tr>
<td>seniority, defined</td>
<td>E-13</td>
</tr>
<tr>
<td>Leave With Pay, disability</td>
<td>E-15</td>
</tr>
<tr>
<td>Leaves Without Pay</td>
<td>E-17</td>
</tr>
<tr>
<td>maternity</td>
<td>E-17</td>
</tr>
<tr>
<td>study</td>
<td>E-17</td>
</tr>
<tr>
<td>Legislative Action — Notice</td>
<td>E-26</td>
</tr>
<tr>
<td>Maternity Rights</td>
<td>E-17</td>
</tr>
<tr>
<td>Matters Not Covered</td>
<td>E-25</td>
</tr>
<tr>
<td>Measles (Rubeola)</td>
<td>E-12</td>
</tr>
<tr>
<td>Mumps</td>
<td>E-12</td>
</tr>
<tr>
<td>New Year’s Day</td>
<td>E-8</td>
</tr>
<tr>
<td>No-Strike Pledge</td>
<td>E-25</td>
</tr>
</tbody>
</table>

E-29
<table>
<thead>
<tr>
<th>O</th>
<th>PAGE</th>
<th>ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Official Circulars</td>
<td>E-23</td>
<td>25 A</td>
</tr>
<tr>
<td>“Opening,” defined</td>
<td>E-14</td>
<td>14 A 2</td>
</tr>
<tr>
<td>Orientation</td>
<td>E-7</td>
<td>4</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>P</th>
<th>PAGE</th>
<th>ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Para-professionals</td>
<td>E-2</td>
<td>1</td>
</tr>
<tr>
<td>Pay</td>
<td></td>
<td></td>
</tr>
<tr>
<td>advance in title</td>
<td>E-5</td>
<td>3 A 1, 5</td>
</tr>
<tr>
<td>educational requirements</td>
<td>E-4</td>
<td>3 A</td>
</tr>
<tr>
<td>holidays, emergencies, special observance</td>
<td>E-8</td>
<td>6</td>
</tr>
<tr>
<td>rate of recommendation to Comptroller on check</td>
<td>E-23</td>
<td>24</td>
</tr>
<tr>
<td>vacation with</td>
<td>E-8</td>
<td>7</td>
</tr>
<tr>
<td>Personal Property, defined</td>
<td>E-15</td>
<td>15 B</td>
</tr>
<tr>
<td>Personal Folders</td>
<td>E-23</td>
<td>23</td>
</tr>
<tr>
<td>Property Damage or Destruction</td>
<td>E-15</td>
<td>15</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>R</th>
<th>PAGE</th>
<th>ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recall</td>
<td>E-13</td>
<td>13 B</td>
</tr>
<tr>
<td>available position, defined</td>
<td>E-13</td>
<td>13 B 1, 2, 3</td>
</tr>
<tr>
<td>exceptions</td>
<td>E-13, 14</td>
<td>13 B 1, 2, 3</td>
</tr>
<tr>
<td>order of</td>
<td>E-13</td>
<td>13 B</td>
</tr>
<tr>
<td>retention of seniority</td>
<td>E-14</td>
<td>13 C</td>
</tr>
<tr>
<td>seniority defined</td>
<td>E-13</td>
<td>13 B</td>
</tr>
<tr>
<td>Released Time — Study</td>
<td>E-9</td>
<td>9 A 1, 2, 3</td>
</tr>
<tr>
<td>Restriction on Union Activities</td>
<td>E-24</td>
<td>29</td>
</tr>
<tr>
<td>Retirement Credit Recommended</td>
<td>E-17</td>
<td>19</td>
</tr>
<tr>
<td>Review Procedures — discharge</td>
<td></td>
<td></td>
</tr>
<tr>
<td>“final arbitration” Grievance Panel policy</td>
<td>E-22</td>
<td>22</td>
</tr>
<tr>
<td>prompt review</td>
<td>E-22</td>
<td>22</td>
</tr>
<tr>
<td>service, one school term</td>
<td>E-22</td>
<td>22</td>
</tr>
<tr>
<td>time limits, steps 1 and 2</td>
<td>E-22</td>
<td>22</td>
</tr>
<tr>
<td>written notice</td>
<td>E-22</td>
<td>22</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>S</th>
<th>PAGE</th>
<th>ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety</td>
<td></td>
<td></td>
</tr>
<tr>
<td>chief administrators of school safety</td>
<td>E-17, 18</td>
<td>20</td>
</tr>
<tr>
<td>decision final and binding</td>
<td>E-18</td>
<td>20</td>
</tr>
<tr>
<td>chapter committee</td>
<td>E-17</td>
<td>20</td>
</tr>
<tr>
<td>complaint procedure</td>
<td>E-17, 18</td>
<td>20</td>
</tr>
<tr>
<td>principal’s responsibility</td>
<td>E-17</td>
<td>20</td>
</tr>
<tr>
<td>safety plans set up</td>
<td>E-17</td>
<td>20</td>
</tr>
<tr>
<td>time limits</td>
<td>E-17, 18</td>
<td>20</td>
</tr>
<tr>
<td>Salary Reopener</td>
<td>E-6</td>
<td>3 B</td>
</tr>
<tr>
<td>School-year Training Program</td>
<td>E-9</td>
<td>9 A</td>
</tr>
<tr>
<td>Semester Hour, defined</td>
<td>E-26, 2</td>
<td>34, 1</td>
</tr>
<tr>
<td>Seniority</td>
<td></td>
<td></td>
</tr>
<tr>
<td>layoff</td>
<td>E-13</td>
<td>13 A</td>
</tr>
<tr>
<td>lists to union</td>
<td>E-23</td>
<td>25 B</td>
</tr>
<tr>
<td>recall</td>
<td>E-13</td>
<td>13 B</td>
</tr>
<tr>
<td>summer work</td>
<td>E-11</td>
<td>10</td>
</tr>
<tr>
<td>Sick Leave</td>
<td></td>
<td></td>
</tr>
<tr>
<td>allowance exhausted</td>
<td>E-12</td>
<td>12 b</td>
</tr>
<tr>
<td>benefits, assault cases</td>
<td>E-15</td>
<td>16 A</td>
</tr>
<tr>
<td>children’s diseases</td>
<td>E-12</td>
<td>12 d</td>
</tr>
<tr>
<td>cumulative to 145 days</td>
<td>E-12</td>
<td>12 a</td>
</tr>
<tr>
<td>information</td>
<td>E-12</td>
<td>12 C</td>
</tr>
<tr>
<td>seniority retained</td>
<td>E-12</td>
<td>12 F</td>
</tr>
<tr>
<td>summer work</td>
<td>E-12</td>
<td>12 g</td>
</tr>
<tr>
<td>with pay</td>
<td>E-12</td>
<td>12 a</td>
</tr>
</tbody>
</table>
Stipend  
Summer Training Program college career program stipend vacation time Summer Work opportunity for rate of pay seniority, defined
Teacher Aide, title advance in title pay Titles in Bargaining Unit
Union certification chapter chairman — representation chapter chairman — allowance check-off consultation, headquarters consultation, before changes contribution, career program in grievance procedure meetings in school negotiation on change restrictions on activities seniority lists to
Vacancies applications Vacations
Welfare Fund additional benefits education of employees supplemental benefits Work Year

PAGE ITEM
E-11 9 E 2, 3
E-10 9 E 9 E 10 9 E 2, 3
E-10 7, 2
E-8, 3 1
E-11 10
E-11 10
E-11 10
E-2 1
E-4 3 A 1
E-4 3 A 1
E-2 1
E-2 21
E-20 29 B
E-25 26
E-23, 24 27
E-24 30
E-25 9 F
E-11 21
E-18 28
E-24 1, 30
E-2, 25 29
E-24 25 B
E-23 25 B
E-14 14 B
E-8 7
E-8 7
E-8 7
E-7 4

E-31
AGREEMENT

between

THE BOARD OF EDUCATION

of the

City School District

of the

City of New York

and

SCHOOL SECRETARIES CHAPTER

UNITED FEDERATION OF TEACHERS

Local 2, American Federation

of Teachers, AFL-CIO

covering

SCHOOL SECRETARIES

September 9, 1975-September 9, 1977
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article One — Union Recognition</th>
<th>F- 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article Two — Fair Practices</td>
<td>F- 3</td>
</tr>
<tr>
<td>Article Three — Salaries and Benefits</td>
<td>F- 4</td>
</tr>
<tr>
<td>A. Salaries and Differential</td>
<td>F- 4</td>
</tr>
<tr>
<td>1. Salary Schedule</td>
<td>F- 4</td>
</tr>
<tr>
<td>2. Longevity Increments</td>
<td>F- 4</td>
</tr>
<tr>
<td>3. Differential</td>
<td>F- 5</td>
</tr>
<tr>
<td>4. General Regulations</td>
<td>F- 6</td>
</tr>
<tr>
<td>5. Regular Substitutes</td>
<td>F- 6</td>
</tr>
<tr>
<td>6. Salary Re-Opener</td>
<td>F- 6</td>
</tr>
<tr>
<td>B. Cost-of-living Adjustment</td>
<td>F- 7</td>
</tr>
<tr>
<td>C. Salary Credit</td>
<td>F- 7</td>
</tr>
<tr>
<td>1. Regular Substitute Service</td>
<td>F- 7</td>
</tr>
<tr>
<td>2. Per Diem Substitute Service</td>
<td>F- 8</td>
</tr>
<tr>
<td>D. Credit for In-Service Courses</td>
<td>F- 8</td>
</tr>
<tr>
<td>E. Vacation Pay</td>
<td>F- 9</td>
</tr>
<tr>
<td>1. Summer Vacation Pay</td>
<td>F- 9</td>
</tr>
<tr>
<td>2. Vacation Pay Credit and Service Credit</td>
<td>F- 9</td>
</tr>
<tr>
<td>F. Welfare Benefits</td>
<td>F-10</td>
</tr>
<tr>
<td>1. Choice of Health Plans</td>
<td>F-10</td>
</tr>
<tr>
<td>2. Supplemental Benefits</td>
<td>F-10</td>
</tr>
<tr>
<td>G. Reimbursement for Medical Expenses</td>
<td>F-10</td>
</tr>
<tr>
<td>H. Damage or Destruction of Property</td>
<td>F-10</td>
</tr>
<tr>
<td>I. Semi-Monthly Salary Payment</td>
<td>F-11</td>
</tr>
<tr>
<td>J. Pay Practices</td>
<td>F-11</td>
</tr>
<tr>
<td>Article Four — Pension and Retirement Program</td>
<td>F-11</td>
</tr>
<tr>
<td>A. Pension and Retirement Program Benefits</td>
<td>F-11</td>
</tr>
<tr>
<td>1. Last Year's Average Salary</td>
<td>F-11</td>
</tr>
<tr>
<td>2. New Pension Plan Benefits</td>
<td>F-11</td>
</tr>
<tr>
<td>a. Improved Pension Plan</td>
<td>F-11</td>
</tr>
<tr>
<td>(1) Retirement Eligibility</td>
<td>F-11</td>
</tr>
<tr>
<td>(2) Benefits</td>
<td>F-12</td>
</tr>
<tr>
<td>(3) Members' Contributions</td>
<td>F-12</td>
</tr>
<tr>
<td>b. Age 55 Revised Service Fraction Plan</td>
<td>F-12</td>
</tr>
<tr>
<td>3. Increased-Take-Home Pay</td>
<td>F-12</td>
</tr>
<tr>
<td>4. Vested Retirement Rights</td>
<td>F-13</td>
</tr>
<tr>
<td>5. Presumptive Retirement (Death Gamble)</td>
<td>F-13</td>
</tr>
<tr>
<td>6. Ordinary Disability Retirement</td>
<td>F-13</td>
</tr>
<tr>
<td>7. Accidental Disability</td>
<td>F-13</td>
</tr>
<tr>
<td>8. Death Benefit</td>
<td>F-13</td>
</tr>
<tr>
<td>9. Cost-of-Living Legislation</td>
<td>F-14</td>
</tr>
</tbody>
</table>
B. Annuity Fund .......................................................... F-14
C. Support for Program ................................................. F-14
D. Board of Education Retirement System ...................... F-14

Article Five — Licensure, Assignment
and Appointment ....................................................... F-15
A. Regularized Licensure .............................................. F-15
B. Assignment During the First Fifteen Days ............. F-15
C. Withdrawal of Resignation and Subsequent
Re-employment .......................................................... F-15

Article Six — Hours .................................................. F-16
A. School Secretaries Serving in Schools .................... F-16
B. School Secretaries Not Serving in Schools ........... F-16
C. All School Secretaries ........................................... F-16

Article Seven — Assignments ..................................... F-17
A. Assignments to Schools .......................................... F-17
B. Limitation on Assignments .................................. F-17
C. Rotation of Assignments Within a School ............. F-17
D. Peak Period Relief Assignments ............................. F-17
E. Non-School Assignments ....................................... F-17
F. Return to School from
Non-School Assignment ........................................... F-17
G. Per Session Assignments ...................................... F-18
1. Summer High Schools ........................................... F-18
2. Other Per Session Service ..................................... F-19

Article Eight — Safety ............................................... F-19
A. Assistance in Assault Cases ................................. F-19
B. School Safety Plan ................................................ F-19

Article Nine — Leaves ................................................ F-20
A. Cumulative Absence Reserves and Sick Leave .... F-20
B. Sabbatical Leaves .................................................. F-22
C. Leaves of Absence Without Pay ............................ F-24
1. Purposes for Which Granted ................................. F-24
2. Per Diem Service While on Leave ....................... F-24
D. Military Service Pay .............................................. F-24
1. Excuse for Selective Service Examination .......... F-24
2. Pay During Military Service ................................ F-25
E. Payment for Jury Duty ......................................... F-25
F. Continuity of Service .......................................... F-25

Article Ten — Excessing and Layoff ........................... F-25
A. Excessing Rules .................................................. F-25
<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. Appointment to New Program, License or Title</td>
<td>F-27</td>
</tr>
<tr>
<td>C. Layoff</td>
<td>F-27</td>
</tr>
<tr>
<td>Article Eleven — Transfers</td>
<td>F-27</td>
</tr>
<tr>
<td>Article Twelve — Union Activities, Privileges and Responsibilities</td>
<td>F-30</td>
</tr>
<tr>
<td>A. Restriction on Union Activities</td>
<td>F-30</td>
</tr>
<tr>
<td>B. Time for Chapter Chairman</td>
<td>F-30</td>
</tr>
<tr>
<td>C. Exclusive Check-Off</td>
<td>F-30</td>
</tr>
<tr>
<td>D. Information to the Union</td>
<td>F-30</td>
</tr>
<tr>
<td>E. Consultation Meetings</td>
<td>F-31</td>
</tr>
<tr>
<td>F. Consultation on Changes</td>
<td>F-31</td>
</tr>
<tr>
<td>Article Thirteen — Matters Not Covered</td>
<td>F-31</td>
</tr>
<tr>
<td>Article Fourteen — Due Process and Review Procedures</td>
<td>F-31</td>
</tr>
<tr>
<td>A. School Secretary Files</td>
<td>F-31</td>
</tr>
<tr>
<td>B. Summons</td>
<td>F-32</td>
</tr>
<tr>
<td>C. Notice of Discharge</td>
<td>F-32</td>
</tr>
<tr>
<td>D. Discontinuance of Probationary Service</td>
<td>F-33</td>
</tr>
<tr>
<td>E. Suspension</td>
<td>F-33</td>
</tr>
<tr>
<td>F. Trial Examiner Panel</td>
<td>F-33</td>
</tr>
<tr>
<td>G. Medical Review Procedures</td>
<td>F-33</td>
</tr>
<tr>
<td>1. Requests for Medical Examination</td>
<td>F-33</td>
</tr>
<tr>
<td>2. Injury in the Line of Duty</td>
<td>F-34</td>
</tr>
<tr>
<td>3. Medical Report and Review</td>
<td>F-34</td>
</tr>
<tr>
<td>Article Fifteen — Grievance Procedure</td>
<td>F-35</td>
</tr>
<tr>
<td>A. Definition</td>
<td>F-35</td>
</tr>
<tr>
<td>B. Adjustment of Grievances</td>
<td>F-35</td>
</tr>
<tr>
<td>1. General Procedures</td>
<td>F-35</td>
</tr>
<tr>
<td>2. Procedures for Special Groups of School Secretaries</td>
<td>F-38</td>
</tr>
<tr>
<td>4. Initiation or Appeal of Special Types of Grievances or Complaints</td>
<td>F-39</td>
</tr>
<tr>
<td>5. Appearance and Representation</td>
<td>F-39</td>
</tr>
<tr>
<td>6. Time Limits</td>
<td>F-39</td>
</tr>
<tr>
<td>C. Arbitration</td>
<td>F-40</td>
</tr>
<tr>
<td>Article Sixteen — Special Complaints</td>
<td>F-42</td>
</tr>
<tr>
<td>A. Definition</td>
<td>F-42</td>
</tr>
<tr>
<td>B. Filing and Priority Handling</td>
<td>F-42</td>
</tr>
</tbody>
</table>
C. Joint Investigation and Informal Resolution .......... F-42
D. Administrative Hearing and Continued Attempt
   at Informal Resolution .................................................. F-43
E. Decision of the Chancellor ............................................ F-43
F. Fact Finding and Recommendations ............................ F-43
G. Board Consideration ................................................... F-44

Article Seventeen — Conformity to Law —
   Saving Clause .......................................................... F-44
Article Eighteen — No-Strike Pledge ................................. F-44
Article Nineteen — Definitions .......................................... F-44
Article Twenty — Notice — Legislative Action ................... F-45
Article Twenty-One — Copy of Agreement ............................ F-45
Article Twenty-Two — Duration ......................................... F-45
AGREEMENT MADE AND ENTERED INTO as of the 9th day of September, 1975, between the BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK (hereinafter referred to as the "Board") and School Secretaries Chapter, United Federation of Teachers, Local 2, American Federation of Teachers, AFL-CIO (hereinafter referred to as the "Union" or "Chapter"): 

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, in a special referendum conducted among the professional educational personnel, over 70 percent of those who participated favored collective bargaining as a way of conducting their relations with the Board; 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 Board on October 11, 1962, following a secret-ballot election, certified the New York City School Secretaries Association (hereinafter referred to as the "Association") as exclusive bargaining representative for a unit of all employees employed by the Board of Education in the titles of School Secretary, Senior School Secretary and Secretarial and Financial Assistant, including regular substitutes but excluding per diem substitutes, and thereafter entered into a collective bargaining agreement with the Association for such employees which expired on June 30, 1965; and

WHEREAS, pursuant to the Statement of Policies, at an appropriate time before the expiration date of the agreement with the Association, the Chapter filed a request for an election to determine the collective bargaining representative for the employees in the unit and submitted evidence that it represented a substantial number of such employees; and

WHEREAS, in a secret-ballot election thereafter conducted by the American Arbitration Association among the employees in the unit to determine whether they wished the Association or the Chapter, or neither to represent them in...
Art. 1

collective bargaining with the Board, the Chapter received a majority of the valid votes cast, and the Board accordingly issued a Certificate of Exclusive Bargaining Status on June 25, 1965, designating the Chapter as the exclusive bargaining representative for the employees in the unit; and

WHEREAS, an Agreement heretofore entered into by and between the parties on September 9, 1972 expired on September 9, 1975; and

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

ARTICLE ONE
UNION RECOGNITION

The Board recognizes School Secretaries Chapter, United Federation of Teachers, Local 2, American Federation of Teachers, AFL-CIO, as the exclusive bargaining representative for a unit of all those employees employed by the Board of Education in the titles of School Secretary, Senior School Secretary and Secretarial and Financial Assistant, including regular substitutes but excluding per diem substitutes. Employees in the unit are hereinafter referred to as "school secretaries."

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 bargaining unit where they have a community of interest, 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 an 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
Art. 2

organization representing employees in the above titles 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 Chapter shall be informed of the meeting and, as to those matters, any changes or modifications shall be made only through negotiation with the Chapter.

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

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

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

ARTICLE TWO
FAIR PRACTICES

The Union agrees to maintain its eligibility to represent school secretaries 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.

The Board agrees that it will not require any employee to complete an oath or affirmation of loyalty unless such requirement is established by law.

The Board of Education agrees that, as a result of the strike and its related activities, it will not dismiss, demote, discipline, or otherwise act against any staff member because of his or her participation in said strike or related activities. Specifically excluded from the foregoing are any and all provisions of the Taylor Law (New York Civil Service Law, Section 200 et seq.), none of which are waived hereby.

Any records of court proceedings or other memoranda
Art. 3 A

relating to job action or strike shall not be put in a staff member’s permanent file, except as required by law.

ARTICLE THREE

SALARIES AND BENEFITS

A. Salaries and Differential

The salaries and differential of employees covered by this agreement, and the eligibility requirements therefor, shall be as follows:

1. Salary Schedule

Schedule II c-1—Senior School Secretary
(This schedule shall apply only to persons appointed prior to July 1, 1947, and who were designated as senior school clerks prior to October 1, 1958):

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Rates Effective</th>
</tr>
</thead>
<tbody>
<tr>
<td>As Such</td>
<td>Sept. 9, 1974</td>
</tr>
<tr>
<td>11</td>
<td>$12,800</td>
</tr>
</tbody>
</table>

Schedule II c-2—School Secretary

<table>
<thead>
<tr>
<th>Step</th>
<th>Rates Effective</th>
</tr>
</thead>
<tbody>
<tr>
<td>1A</td>
<td>$9,300</td>
</tr>
<tr>
<td>1B</td>
<td>9,300</td>
</tr>
<tr>
<td>2A</td>
<td>9,500</td>
</tr>
<tr>
<td>2B</td>
<td>9,700</td>
</tr>
<tr>
<td>3A</td>
<td>9,900</td>
</tr>
<tr>
<td>3B</td>
<td>10,250</td>
</tr>
<tr>
<td>4A</td>
<td>10,450</td>
</tr>
<tr>
<td>4B</td>
<td>10,650</td>
</tr>
<tr>
<td>5A</td>
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<tr>
<td>5B</td>
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</tr>
<tr>
<td>6A</td>
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</tr>
<tr>
<td>6B</td>
<td>11,600</td>
</tr>
<tr>
<td>7A</td>
<td>11,800</td>
</tr>
<tr>
<td>7B</td>
<td>12,000</td>
</tr>
</tbody>
</table>

All regularly appointed school secretaries will advance to the next step in the salary schedule on the anniversary date of their appointment and on March 1 of each year until they have advanced to the last step of the salary schedule.

2. Longevity Increments

Effective October 1, 1975 or on such October 1 thereafter as the requirements shall be met, additional compensation shall be paid to those school secretaries eligible therefor pursuant to the conditions and at the rates set forth below. Such
additional compensation shall be known as the "longevity increment" and the gross annual salary rates of secretaries to whom said longevity increment is payable shall be computed by adding the sum provided per annum to the rates ascertained without consideration of said longevity increment. Longevity increments shall be payable as follows:

a. Appointed secretaries with ten years of pedagogical service but less than 15 years in the New York City public school system as of October 1, 1975 or any subsequent October 1 shall have their gross annual salary rates computed by adding the sum of $500.00 per annum to the rates ascertained without consideration of such longevity increment.

b. Appointed secretaries with 15 years of pedagogical service or more in the New York City public school system as of October 1, 1975 or any subsequent October 1 shall have their gross annual salary rates computed by adding the sum of $1,000.00 per annum (inclusive of the longevity increment provided in paragraph a above) to the rates ascertained without consideration of such longevity increment.

3. Differential

School secretaries shall receive as additional compensation a salary differential at the rate of $380 per annum effective September 1, 1968; and $450 effective September 9, 1974, upon the issuance of a certificate by the Chancellor evidencing compliance with any of the following:

a. a degree from a recognized two-year college.

b. a Bachelor's degree from a recognized four-year college.

c. graduation from a four-year high school and 60 semester hours of courses, approved by the Chancellor.\(^1\)

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\(^1\)Business courses appropriate to the school secretary's license will be accepted by the Chancellor toward fulfillment of the 60 semester hours as follows:

Each satisfactorily completed 30 hours of study in office skills or office practices will be credited as two semester hours but a total of no more than 16 semester hours will be credited for this purpose.

Courses offered for such credit must have been completed at a business school registered by the New York State Education Department, or by a similar agency in another state having similar standards of accreditation, or must have been completed as a post-graduate course at a New York City high school by a four-year high school graduate with an academic diploma:

All courses which have been accepted for licensing of
school secretaries by the Board of Examiners will be accepted by the Chancellor toward fulfillment of the course requirements for the differential.

4. General Regulations

In any and all schedules herein set forth, advancement by increments to salary steps shall be conditioned upon regulations adopted by the Board of Education upon the recommendation of the Chancellor.

Whenever, in the schedules set forth, provision is made for the payment of a salary differential based upon the completion of additional approved study, the certificate issued by the Chancellor shall provide that the effective date thereof shall be determined in accordance with appropriate regulations issued by the Chancellor with the approval of the Board of Education.

5. Regular Substitutes

Persons employed as regular substitute school secretaries shall be paid in accordance with the following:

a. Regular substitute school secretaries, when assigned as such, shall be compensated at the first salary step in Schedule II c-2, set forth in paragraph 1, above, or at such salary step and rate as may be payable pursuant to a certificate of salary fixation issued by the Chancellor in accordance with the by-laws of the Board of Education. Regular substitute school secretaries will advance to the next step in the salary schedule upon completion of each full year of regular substitute service and on March 1 of each such year but not beyond step 4A of the salary schedule.

b. Regular substitute school secretaries may qualify for the salary differential by meeting the eligibility requirements set forth in paragraph 3, above.

6. Salary Re-Opener

On or before July 1, 1976, the Union may notify the Board that it desires to reopen the agreement for purposes of negotiating and reaching agreement on adjustments in salary and differentials. The parties shall commence negotiations at the earliest convenient date thereafter. In the event they are unable to reach agreement relative to salaries and differentials for the 1976-77 contract year on or before 12:01 a.m. September 9, 1976, the dispute shall be submitted to final and binding arbitration. A Panel of Arbitration shall be established of three arbitrators, one selected by the Board, one by the Union, and the third selected by the other
two from a panel submitted by the American Arbitration Association. Any changes or adjustments resulting from agreement between the parties or the Award of the Panel of Arbitration shall be effective 12:01 a.m., September 9, 1976 unless specifically provided otherwise.

Should the union not give notice to the Board of a desire to reopen, as set forth hereinabove, then the agreement shall be renewed without change for the 1976-77 contract year.

B. Cost-of-Living Adjustment

1. If the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers, New York, New York,—Northeastern New Jersey (Base Year 1967 equals 100) when published by the Bureau of Labor Statistics, U.S. Department of Labor, for June 1975 exceeds the index for September, 1974, the Board shall pay effective December 1, 1975, to all secretaries in active service with one year or more of continuous service a cost-of-living adjustment (COLA) in the amount of twenty-one dollars ($21) times each full four-tenths (0.4) of a point increase in such Index, but such cost-of-living adjustment shall not exceed $300.

2. If the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers, New York, New York,—Northeastern New Jersey (Base Year 1967 equals 100) when published by the Bureau of Labor Statistics, U.S. Department of Labor, for June 1976 exceeds the Index for September, 1975, the Board shall pay effective December 1, 1976 to all secretaries in active service with one year or more of continuous service a cost-of-living adjustment (COLA) in the amount of twenty-one dollars ($21) times each full four-tenths (0.4) of a point increase in such Index.

3. Any such cost-of-living adjustment shall not become part of the basic annual salary rates for any employee receiving same.

4. Continuity of service for purposes of this provision shall not be deemed to be interrupted by absence determined to be due to illness, accident, injury suffered in line of duty, or for approved leave without pay or layoff not exceeding three months.

C. Salary Credit

1. Regular Substitute Service

An appointee as a regular school secretary who has performed prior satisfactory service as a regular substitute school secretary for a period of one or more terms during the 10-year period preceding appointment shall be placed in the
appropriate salary schedule as though all such regular substitute secretarial service had been performed in the capacity of a regular secretary; and such appointee shall be given salary credit for each term of such regular service as a school secretary preceding appointment.

2. Per Diem Substitute Service
An appointee as a regular school secretary shall be granted one year of salary credit for each 175 days of prior satisfactory substitute service in the day public schools of the City of New York, provided that such substitute service was performed during the period of five years immediately prior to appointment.

An appointee as a regular school secretary who has had 95 or more days of such substitute service, but less than 175 days, or who has 95 or more days in excess of 175 days or multiple thereof, shall receive one term of salary credit.

An appointee as a regular school secretary who has had three years or more of such substitute service during the period of five years immediately prior to appointment shall receive salary credit, similarly computed, for substitute service rendered during the period of 10 years immediately prior to appointment.

Newly appointed persons shall enter at a salary step not higher than step 6A and shall receive salary credit for each term up to 20 of prior regular substitute service and prior per diem substitute service.

D. Credit for In-Service Courses
Where records of in-service courses needed to establish eligibility for salary differential are not available, an affidavit by the school secretary-applicant for salary differential shall be accepted by the Board in lieu of other evidence of course completion, provided that such affidavit includes the following:

1. approximate date of completion of the course;
2. such description of the course as the applicant can furnish;
3. a statement that the school secretary-applicant received a salary increment during the year that the course was completed and such increment was granted, upon submission of evidence of completion of the course;
4. a statement that the school secretary-applicant did not during the year in question qualify for salary increment on any basis other than completion of the in-service course.

In lieu of the information required in sub-paragraphs 3
and 4 above, the school secretary may include in the affidavit the following:
   a. the institution where the course was taken
   b. the name of the instructor

E. Vacation Pay

   1. Summer Vacation Pay

      Effective September 9, 1975, summer vacation pay shall be pro-rated for the school year in which employees are appointed and for the school year in which their service ceases on the following basis: Employees who are appointed after the start of the school year and employees who are terminated, laid off, resign or retire on/or before the end of the school year shall receive vacation pay for the summer following their appointment or cessation of service as follows: one-tenth of the amount of the vacation pay which would be payable for a full school year's service shall be paid for each month of service or major fraction thereof during the school year in which they are appointed or cease service except that service of less than a major fraction during the first month of appointment shall be credited for summer vacation pay. The prorating of summer vacation pay for the year in which employees are appointed and for the year in which their service ceases in accordance with this provision shall not diminish the employee's entitlement to any other benefit including health insurance and welfare coverage that would have been received under the prior method of payment.

      An employee who serves as a regular or per diem substitute and is appointed after the beginning of the school year shall be entitled to the additional vacation pay of a regular or per diem substitute for the year in which he is appointed on the basis of substitute service prior to appointment.

   2. Vacation Pay Credit and Service Credit

      a. The estate of a school secretary who dies during the school year shall receive a pro rata amount, based on the length of his employment during the school year, of the vacation pay he would have received had he been employed during the entire school year. This section shall not apply to those school secretaries who are presumed to have retired on the day immediately preceding their death pursuant to Section B20-410 of Administrative Code of the City of New York, as amended.

      b. A regularly appointed school secretary, who has rendered actual service during any school year covered in part by leave of absence for maternity and child care shall be given credit for salary increment purposes for any pro rata
vacation pay received for such service.

F. Welfare Benefits

1. Choice of Health Plans

The Board agrees to arrange for, and make available to each school secretary, a choice of health and hospital insurance coverage from among designated plans and the Board agrees to pay the full cost of such coverage.

Effective September 9, 1975, regularly appointed employees who are laid off and who are covered by a health and hospital insurance plan at the time they are laid off shall continue to be so covered for ninety days from the day on which they are laid off, and the Board will pay the full cost of such coverage. For purposes of implementing this provision employees who were laid off between September 1, 1975 and September 9, 1975 shall be deemed to have been laid off on September 9, 1975 and their coverage shall be continuous from that date.

2. Supplemental Benefits

Effective September 9, 1975 until October 1, 1975 the Board will provide funds at the rate of $370.00 per year on a pro-rata basis per month on behalf of each employee, for the purposes of making available for each employee supplemental welfare benefits and for the purpose of making available college scholarships for children from low income families graduating from the city's public high schools under a plan to be devised and established jointly by representatives of the Union and of the Board.

Effective October 1, 1975 the Board will provide for such purpose further additional funds at the rate of $50.00 per year per employee, for a total of $420.00 per year.

Effective October 1, 1976 the Board will provide for such purpose further additional funds at the rate of $50 per year per employee, for a total of $470.00 per year.

Effective September 9, 1975 the Board will continue to make payments for supplemental benefits at the rates per year set forth herein on a pro-rata basis per month for ninety days from the day of layoff on behalf of each regularly appointed employee who is laid off.

G. Reimbursement for Medical Expenses

School secretaries shall be reimbursed by the Board for reasonable medical expenses, not exceeding $750, incurred because of injuries in the line of duty, to the extent that such expenses are not covered by insurance.

H. Damage or Destruction of Property

1. School secretaries shall not be held responsible for loss
within the school of school property or children's property when such loss is not the fault of the school secretary.

This does not exonerate the school secretary from responsibility for school property in her charge.

2. The Board will reimburse school secretaries, in an amount not to exceed a total of $100 in any school year, for loss or damage or destruction, while on duty in the school, of personal property of a kind normally worn to or brought into school, when the secretary 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.

I. Semi-Monthly Salary Payment

Salary payment will be made on a semi-monthly basis.

J. Pay Practices

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.

ARTICLE FOUR
PENSION AND RETIREMENT PROGRAM

A. Pension and Retirement Program Benefits

As provided in legislation, jointly sponsored by the Board and the Union, which was enacted in the 1970 session of the New York State Legislature, the benefits of the Pension and Retirement Program, limited to employees of the New York City Board of Education who are contributors to the New York City Teachers' Retirement System and who are in the collective bargaining unit for which this collective bargaining contract is entered into and signed by the New York City Board of Education and the United Federation of Teachers, are:

1. Last Year's Average Salary

Retirement benefits are based on the last year's salary.

2. New Pension Plan Benefits

a. Improved Pension Plan

(1) Retirement Eligibility

A member may retire on completion of a minimum of 20 years of City service, benefit payments to be deferred until the date on which he would have completed 25 years of ser-
vice if he had remained in the employ of the Board of Education but not earlier than his attainment of age 55.

(2) Benefits

For the first 20 years of City service, a retirement allowance equal to \( \frac{1}{2} \) of final year's salary, which will include an annuity based on the member's accumulated contributions, a pension for ITHP and a City pension which provides the balance of the retirement allowance (\( \frac{1}{2} \) final year's salary).

For each year of total service in excess of the required 20 years, an additional allowance consisting of, (a) a pension based on 1.2% of final year's salary for each year of such additional service prior to July 1, 1970, and 1.7% of final year's salary for each such additional year of service subsequent to June 30, 1970; (b) an annuity based on contributions in excess of those required during the 20 year period prior to eligibility for retirement; and (c) a pension based on ITHP accumulated subsequent to the member's 20th year of service.

(3) Members' Contributions

Members shall contribute at a rate calculated to provide an annuity equal to \( \frac{1}{4} \)th of the retirement allowance at the completion of 20 years of service and shall not be required to contribute thereafter. For members of the system on the effective date of this legislation, contribution rates shall be based on an equated age at time of entry and computed as though this plan had always been in effect.

b. Age 55 Revised Service Fraction Plan

(1) Members who do not elect "Improved Pension Plan" may retire at age 55 regardless of years of service. Benefit payments become payable immediately upon retirement.

(2) A retirement allowance consisting of an annuity based on the member's accumulated deductions at time of retirement, an ITHP pension based on the ITHP accumulations at the time of retirement and a pension based on 1.2% of the final year's salary for each year of service rendered prior to July 1, 1970, and 1.53% of final year's salary for each year of service rendered subsequent to June 30, 1970.

(3) Rates of contribution shall be the same as would be required under the existing 1% — age 55, 25 years of service retirement plan.

3. Increased-Take-Home-Pay

Beginning July 1, 1970, the Increased-Take-Home-Pay contributions shall be fixed at 5%.
4. Vested Retirement Rights

Members of the Age 55 Revised Service Fraction Plan shall be eligible for deferred benefits after 15 years of accredited service, five of which must immediately precede discontinuance of service.

The deferred retirement which vests immediately upon resignation shall become payable at age 55, providing the member has not withdrawn his accumulated contribution. At the time the deferred retirement allowance becomes payable, the member shall receive a retirement allowance consisting of (a) an annuity based on the member's accumulated deductions at time of retirement; (b) ITHP pension based on ITHP accumulations at retirement, and (c) a pension based on 1.2% of last year's salary for each year of service prior to July 1, 1970, and 1.53% of final year's salary for each year of service rendered subsequent to June 30, 1970.

5. Presumptive Retirement (Death Gamble)

The existing provisions of the Death Gamble Law will be applicable to members who die in service after having become eligible for service retirement under the plan elected by the member, if greater than the ordinary death benefit.

6. Ordinary Disability Retirement

Any member who becomes disabled on completion of at least 10 years of City service will be eligible for a disability retirement. On retirement for disability he will be entitled to (a) a pension of 1.2% of final year's salary for service accredited prior to July 1, 1970 and 1.53% of final year's salary for each year of service accredited subsequent to June 30, 1970, (b) an annuity based on the member's accumulated deductions at retirement, and (c) a pension for Increased-Take-Home-Pay based on the member's Increased-Take-Home-Pay accumulations at retirement.

7. Accidental Disability

Members who incur a service connected disability shall be eligible to retire for accidental disability retirement regardless of service. The member shall be entitled to (a) a pension equal to $\frac{3}{4}$ths of the final 5 year average salary, (b) an annuity based on the member's accumulated deductions at retirement, and (c) a pension for Increased-Take-Home-Pay based on the member's ITHP accumulations at retirement.

8. Death Benefit

A person who dies before becoming eligible for retirement
Art. 4 A 8 C

is entitled to the following benefits:

a. A member with less than 10 years of City service: a benefit equal to (a) an amount equal to salary for six month period immediately preceding death, (b) his accumulated deductions and (c) his reserve for ITHP.

b. A member with at least 10 but less than 20 years of City service: a benefit equal to (a) an amount equal to his salary for the 12 month period immediately preceding death, (b) his accumulated deductions and (c) his reserve for ITHP.

c. A member with 20 years or more of City service: a benefit equal to (a) an amount equal to twice his final year's salary, (b) his accumulated deductions and (c) his reserve for ITHP.

9. Cost-of-Living Legislation

The Board and the Union will support legislation to provide a cost-of-living adjustment to all present pre-July 1, 1970 retirees based on the 1974 Consumer Price Index.

B. Annuity Fund

Beginning Oct. 1, 1970, the Board shall contribute at the rate of $400 per year to the Teachers' Retirement System to be credited monthly to the annuity account of each secretary who is at the maximum step of his salary schedule.

The Board will seek such legislation as may be necessary to provide for these annuity contributions. In the event that necessary enabling legislation is not enacted, the Board will pay monthly to each secretary covered in the preceding paragraph at the rate specified above.

C. Support for Program

With respect to pensions and retirement, the Board hereby affirms its support of the following program:

1. One year of pension credit shall be granted for each 180 days of substitute service.

2. School secretaries shall be entitled to credit for all comparable secretarial service in public school systems in New York City or in public school systems elsewhere rendered before entry into the Teachers' Retirement System of the City of New York.

D. Board of Education Retirement System

For members of the Board of Education Retirement System, the Board agrees to provide, effective September 8, 1969, the same pension benefits as were heretofore approved by the Board of Education for other members of the Board of Education Retirement System.
ARTICLE FIVE
LICENSURE, ASSIGNMENT AND APPOINTMENT

A. Regularized Licensure

The Board of Education shall provide for the regular licensure of school secretary personnel consistent with the needs of the instructional program and subject to applicable law and the by-laws of the Board of Education. The Board will take the following actions:

The Board will establish as soon as possible, but no later than September 1, 1973, regular licenses which will be valid for service as a school secretary under regular appointment, or for day-to-day per diem service, or for full-term assignment, or for other service as a school secretary, including bilingual service. All positions will be filled by persons holding such regular licenses except under the following circumstances:

1. Where a position must be filled to provide the services of a school secretary for which no person holding such regular license is immediately available after all efforts have been made to fill the position by a person holding such regular license;
2. Where the kind of school secretary work is not normally performed in the public schools and is temporary in nature.

B. Assignment During the First Fifteen Days

A school secretary who is assigned during the first fifteen (15) days of the school term to a position which is expected to be vacant for that term shall serve under the terms and conditions of this agreement which would be applicable if a regular substitute school secretary were serving in that position.

C. Withdrawal of Resignation and Subsequent Re-employment

1. Requests for withdrawal of resignation on the part of school secretaries who attained permanent tenure prior to their resignation shall be effectuated, subject only to medical examination and the approval of the Chancellor, provided that application for such withdrawal of resignation is made on or before the opening of school in September next following five years after the effective date of resignation. In all other cases of withdrawal of resignation, the requirements of Section 255 of the Board of Education by-laws shall continue in effect.

2. School secretaries who resign and subsequently are reemployed shall be placed in the salary step at which they
were at the time of resignation and shall be given the sick leave "bank" and sabbatical leave rights which they held at the time of resignation.

ARTICLE SIX
HOURS

A. School Secretaries Serving in Schools

A school secretary serving in a school will have an uninterrupted lunch period within the basic seven hour working day equal to the length of the lunch period of teachers in the school.

B. School Secretaries Not Serving in Schools

1. A school secretary not serving in a school will have a 35 hour work-week, exclusive of a daily one hour lunch period, and the summer hours applicable to the Board's administrative employees.

2. Effective September 9, 1975 the work year of secretaries not serving in schools shall commence on September 1 of each year and end on the following August 31. During each such work year the secretary not serving in a school shall be granted 31 days vacation to be scheduled during the Christmas recess, Easter recess, summer vacation period and such other periods as can be mutually arranged with the bureau or office head.

3. Secretaries not serving in a school may apply for assignment to a school by December 1, 1975. A secretary who so applies shall continue to have the hours and work year she previously had as a secretary not serving in a school until she is assigned to a school.

   a. A secretary in a district office shall apply to the district superintendent and shall be assigned to a school in the district during the 1975-1976 school year. The wishes of the secretary assigned shall be taken into consideration in her placement.

   b. A secretary in a central headquarters office shall apply to the Division of Personnel and shall be assigned to a school position to be designated by the Division of Personnel during the school year 1975-1976. The wishes of the secretary shall be taken into consideration in her placement.

C. All School Secretaries

Every school secretary shall have a relief period of ten minutes during the morning session and ten minutes during the afternoon session each day.
ARTICLE SEVEN
ASSIGNMENTS

A. Assignments to Schools

No school secretary shall be assigned to more than two schools per week during the school year.

B. Limitation on Assignments

School secretaries shall not be required to perform secretarial work not related to the functioning of the school or school system.

It is understood that school secretaries are not to be expected to take custodial care of children.

C. Rotation of Assignments Within a School

When a school secretary leaves her assignment in a school by reason of transfer, resignation, retirement, death, leave of absence without pay for more than one term, or if an additional secretarial position is authorized, the secretaries on regular appointment in the school may apply to the principal for assignment to the particular duties performed by the school secretary who has left or to the duties of the new secretarial position. The applicant with the highest seniority in the school shall be given preference among those equally qualified.

D. Peak Period Relief Assignments

The Board will provide an average of 10 days per year of secretarial service for peak work relief for each non-special service elementary school.

The Board will provide 15 days per year of secretarial service for peak work relief for each special service elementary school, for each junior high school and for each high school.

Per diem substitute school secretaries who are available for less than a full day’s work may be assigned for peak period relief services.

E. Non-School Assignments

All non-school assignments available to school secretaries shall be posted listing the qualifications and a job description. Non-school assignments in a district shall be posted in all schools in the district. Non-school assignments at central headquarters shall be posted in all schools in the system. A qualified applicant shall be selected.

F. Return to School from Non-School Assignment

Assignment to a district office or central headquarters will be on a voluntary basis for a specified period of time. At
the end of the assignment the school secretary shall have the right to return to the district from which he was assigned. In the case of assignment from a high school or bureau the school secretary shall have the right to return to his former school or to the bureau in accordance with his seniority.

A secretary whose assignment commences on or after September 9, 1975, who requests a return to his former position within one year or, if his assignment terminates sooner, at the end of the assignment, shall be returned to his former school in accordance with his seniority.

G. Per Session Assignments

1. Summer High Schools
   a. When the services of a school secretary are required in the high schools during the summer months, the principal shall proceed as follows:
      (1) The work opportunity shall first be offered to high school secretaries, both regularly appointed and regularly assigned substitutes, within that school;
      (2) If the offer is not accepted by that school's secretaries, the principal shall request a secretarial assignment from applications on file in the appropriate offices of the Board, in the following order of priorities:
         (a) High school secretaries, both regularly appointed and regularly assigned substitutes to their own school.
         (b) Regularly appointed high school secretaries to other high schools.
         (c) Regularly assigned high school substitute secretaries to other schools.
         (d) Regularly appointed junior high school secretaries.
         (e) Regularly assigned junior high school substitute secretaries.
         (f) Regularly appointed elementary school secretaries.
         (g) Regularly assigned elementary substitute school secretaries.
         (h) Per diem substitute secretaries who have worked in high schools.
   b. School secretaries performing summer service in the high schools on the specified days shall serve for six and one-half hours beginning at 9:00 a.m., exclusive of the lunch period.
   c. The pay for summer secretarial service shall be $48.61 per day during the summer of 1976 and $51.04 per day during the summer of 1977 for each day of service performed.
2. Other Per Session Service

a. No school secretary shall be permitted to hold more than one per session position unless there are no other applicants for the position.

b. The hourly per session rate for school secretaries shall be: $7.49 effective September 9, 1975, $7.86 effective September 9, 1976.

ARTICLE EIGHT
SAFETY

A. Assistance in Assault Cases

1. The principal shall report as soon as possible but within 24 hours to the Law Office and to the Chief Administrator of School Safety that an assault upon a school secretary has been reported to him. The principal shall investigate and file a complete report as soon as possible to the Law Office and to the Chief Administrator of School Safety. The full report shall be signed by the employee to acknowledge that he has seen the report and he may append a statement to such report.

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 as follows: by obtaining from police and from the principal relevant information concerning the culprits; by accompanying the employee in court appearances; and by acting in other appropriate ways as liaison between employee, police and the courts.

   This assistance is intended solely to apply to the criminal aspect of any case arising from such assault.

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

5. An assaulted employee who presses charges against his assailant shall have his days of court appearance designated as non-attendance days with pay.

B. School Safety Plan

Employees will be covered by the safety plan developed for the school and by the appeal procedures thereunder, as provided in Article Ten of the day school teachers agreement, which is as follows:

   The principal is charged with the responsibility of maintaining security and safety in the school. To meet this respon-
Art. 9 A 1

sibility, he shall develop, in consultation with the Union chapter committee and the parents association of the school, a comprehensive safety plan, subject to the approval of the Chief Administrator of School Safety.

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

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

If the employee is not satisfied with the decision of the principal, he 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 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 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 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 a substantial number of employees have a complaint the chapter committee, upon their request, may initiate the complaint in their behalf.

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

ARTICLE NINE
LEAVES

A. Cumulative Absence Reserves and Sick Leave

1. Regular school secretaries reinstated after retirement will be credited with the cumulative reserves remaining to their credit upon retirement and such reserves as they accumulated as regular substitutes.

2. Regular school secretaries who resign or retire will be credited upon resuming service as regular substitute secretaries with 120/200 of the unused cumulative reserves remaining to their credit upon resignation or retirement.
3. Regular school secretaries accepting regular substitute teaching positions in order to establish eligibility for other licenses will be credited with their cumulative reserves as regular school secretaries during the period of substitute service.

4. Regular school secretaries called to military duty will be credited upon their return with the same sick leave allowance for the period of their military service as they would have been entitled to in school service.

5. Regular school secretaries whose licenses are terminated will be credited with 120/200 of their unused cumulative reserves if they then serve as regular substitutes, or, if appointed anew, with their unused cumulative reserves.

6. Employees of the Board of Higher Education who transfer as regularly appointed school secretaries to the Board shall have their cumulative reserves transferred and credited to them, but not in excess of the maximum number of days creditable in this system.

7. Unused sick leave accumulated as a paraprofessional shall be transferable to the school secretary's "bank" as a regular substitute, or an appointed school secretary.

8. A regular school secretary who has exhausted her cumulative sick leave may borrow up to 20 days of additional sick leave.

9. Sick leave privileges shall extend to the taking of annual physical checkups or the taking of annual laboratory tests. Such absences shall be limited to one day in each school year.

10. School secretaries on regular appointment shall be granted absence refunds for illness on application, without a statement from a physician, for a total of no more than 10 days in any school year. School secretaries will be allowed to use three of such 10 days of sick leave for personal business provided that reasonable advance notice is given to the head of the school. Days off for personal business are intended to be used only for personal business which cannot be conducted on other than a school day and during other than school hours.

11. Regular substitute secretaries shall be granted absence refunds for illness on application, without a statement from a physician, for no more than five days in one school term. However, regular substitute secretaries who serve two terms in one school year shall be granted a total of no more than 10 such absence refunds during the two terms, three of which may be used for personal business provided that reasonable advance notice is given to the head of the school. Days off for personal business are intended to be used.
only for personal business which cannot be conducted on other than a school day and during other than school hours.

12. School secretaries serving in schools shall not suffer loss of sick bank 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).

13. Employees who are absent due to allergic or positive reaction from a skin test shall not suffer loss of sick bank days.

14. School secretaries who resign or retire shall, upon application, receive termination pay on the basis of one half of the unused sick leave accumulated as a regularly-appointed or regular substitute school secretary after September 1967. If the resignation or retirement becomes effective at any time other than the end of a school year, sick leave for the period of service during that school year shall be paid at the rate of one day for each two full months of service.

15. The estate of a school secretary who dies during the term of this contract shall receive termination pay calculated on the same basis. This paragraph shall not apply to those school secretaries who are presumed to have retired on the day immediately preceding their death pursuant to Section B 20-410 of the Administrative Code of the City of New York, as amended.

16. Absence for illness after September 1, 1967, will be charged on a day-for-day basis to any unused sick leave accumulated prior to September 1, 1967.

17. Absence immediately prior to resignation shall be paid on the same basis as termination pay.

B. Sabbatical Leaves

1. School secretaries on regular appointment will be eligible for a sabbatical leave after each 14 years of service. The first 14 years of service may include a maximum of three years of substitute service for which salary credit was granted, except in the case of a sabbatical leave for rest.

2. School secretaries on regular appointment who have less than 14 years of service will be eligible only for a "special sabbatical leave for restoration of health" after seven years of service on regular appointment, with the approval of the school medical director.

3. A sabbatical leave shall be for a period of one year, beginning on August 1 and ending on July 31 of the following year.
4. A "special sabbatical leave for restoration of health" (as defined in paragraph 2 above) shall be for a period of six months, beginning on August 1 and ending on January 31 of the following year or beginning on February 1 and ending on July 31 of the same year.

5. Effective August 1, 1973, school secretaries on sabbatical leave of absence shall receive compensation at the rate of seventy (70) percent of the school secretary's regular salary. The sabbatical leave pay of school secretaries who receive a bonus shall be based upon their annual salary and the amount of the annual bonus received. The sabbatical leave pay of school secretaries who receive a license salary differential shall be based upon their annual salary and the amount of the license differential.

6. School secretaries on "special sabbatical leave for restoration of health" (as defined in paragraph 2 above) shall receive compensation at the rate of sixty (60) percent of their regular salary during such leave. The pay for the "special sabbatical leave for restoration of health" (as defined in paragraph 2 above) of school secretaries who receive a bonus shall be based upon their annual salary and the amount of the annual bonus received. The pay for the "special sabbatical leave for restoration of health" of school secretaries who receive license salary differential shall be based upon their annual salary and the amount of the license differential.

7. School secretaries serving a probationary period in a second license within the bargaining unit shall be permitted to take a sabbatical leave of absence or a "special sabbatical leave for restoration of health" (as defined in paragraph 2 above) during such period if they are otherwise eligible; however, there shall be no reduction, by reason of such leave, of the total probationary period which they are required to serve.

8. An application for a sabbatical leave of absence or for a "special sabbatical leave for restoration of health" (as defined in paragraph 2 above) will not be denied to an eligible school secretary unless the leave would be contrary to applicable regulations. When the number of eligible applicants in any school or organizational unit exceeds the number of sabbatical leaves and "special sabbatical leaves for restoration of health" (as defined in paragraph 2 above) permissible under applicable regulations, applications shall be granted in the school or organizational unit in order of the city-wide seniority of the applicants. For this purpose, in the case of ap-
applications for sabbatical leave seniority shall be determined by the number of years of service usable for eligibility for sabbatical leave, minus the years required for each sabbatical leave or “special sabbatical leave for restoration of health” (as defined in paragraph 2 above) already taken.

9. The parties agree to gradually phase out sabbatical leaves for rest by reducing the number of such leaves granted by 100 leaves each year. To implement this provision the number of sabbatical leaves for rest granted in August 1976 shall be 100 fewer than the number of such leaves granted August 1975.

10. A joint union-board committee shall be established to study the purposes for which sabbatical leaves are used, and to recommend ways in which the parties may achieve the following agreed-on objectives:
   a. Use of sabbaticals for study or travel;
   b. Provision for appropriate health sabbaticals or health leaves for less than half a year.

C. Leaves of Absence Without Pay

1. Purposes for Which Granted

Leaves of absence without pay shall be granted upon application to school secretaries on regular appointment for the following purposes:
   a. Study related to the school secretary’s license field;
   b. Study to meet eligibility requirements for a license other than that held by the school secretary;
   c. Acceptance of a school secretary position in a foreign country for one year, with such leave renewable for an additional year. Such school secretary position shall be sponsored or approved by the government of the United States. The Board will recommend to the Teachers’ Retirement Board the granting of retirement credit for the duration of the aforesaid leaves.
   “Urgent needs” of the school to which the school secretary is assigned may be asserted by the Board as justifying a temporary denial of any application for leave without pay.

2. Per Diem Service While on Leave

School secretaries on maternity leave and school secretaries on leave of absence without pay for study and related professional experience shall be permitted to perform per diem school secretarial service.

D. Military Service Pay

1. Excuse for Selective Service Examination

School secretaries called for selective service physical
examination shall be excused without loss of pay for such
purpose.

2. Pay During Military Service
Regular school secretaries who enter the military service
shall be on leave of absence with pay during the first 30 days
of such service unless the Board is otherwise required to
make payment of salary during such military service.

E. Payment for Jury Duty
School secretaries who are required to serve on jury duty
will receive full salary during the period of such service, sub­
ject to their prompt remittance to the Board of an amount
equal to the compensation paid to them for such jury duty.

F. Continuity of Service
In determining length of service for any purpose of this
agreement, continuity of service shall not be deemed to be in­
terrupted by absence determined to be due to illness, acci­
dent or injury suffered in line of duty or by time spent in
military service, the Peace Corps or VISTA, or by layoff or
leave without pay of one year or less. School secretaries on
layoff or leave without pay for one year up to four years shall
regain the school seniority they had at the commencement of
their leave after they serve for one school year following
their return.

ARTICLE TEN
EXCESSING AND LAYOFF

A. Excessing Rules
The following excessing rules shall apply to school
secretaries in all school divisions.

Rule 1. Within the school, district, bureau or other
organizational unit, the school secretary with the latest date
of appointment within license will be the first to be excessed,
irrespective of probationary or permanent status.

Rule 2. In determining the date of appointment of a school
secretary all prior continuous regular substitute school
secretary service in license, under present regular appoint­
ment, regardless of school where such service was per­
formed, is to be credited for the purposes of excessing.

Rule 3. All leave-of-absence time for which salary credit is
granted will not affect the earliest date of appointment for
purposes of excessing. All other leave-of-absence time
without pay or time lost because of resignation and subse­
quent reappointment will affect the earliest date of appoint­
ment.
Rule 4. School secretaries having the same date of appointment from the same eligible list are to be listed for excessing in accordance with their relative standing on such eligible list. School secretaries having the same date of appointment from different eligible lists are to be listed for excessing on the basis of the comparative dates of promulgation of their respective eligible list, with the school secretary on the latest list being the first to be excessed.

Rule 5. School secretaries in excess in a school unit or district office under the jurisdiction of a community board must be placed in vacancies within the district to the fullest degree possible. For school units, districts, or bureaus under the jurisdiction of the central Board, school secretaries in excess in a school or bureau must be placed in appropriate vacancies within the district or central office.

Rule 6. To minimize movement of personnel, excessed school secretaries shall be assigned within the district to appropriate openings or vacancies. If there are no openings or vacancies in the district, the school secretary with the latest date of appointment in license shall be the first to be excessed from the district.

Rule 7. The central Board has the responsibility for placing school secretaries who are excessed from a school or community district office and cannot be accommodated by their own district, within budgetary limitations and if vacancies exist within the city. Where possible, the wishes of the school secretary will be taken into account in his placement by the central Board. If no vacancy exists, Section C of this Article shall apply.

Rule 8. When a school secretary position in central headquarters is abolished, the occupant of that position is excessed, and he shall be granted the same rights for placement as a secretary who is excessed from a community district, or from a school under central office jurisdiction.

Rule 9. A school secretary who has been excessed to another school may request an opportunity to return to the school from which he was excessed if within a year a vacancy should occur in that school. Such a request will have priority over any other transfer or appointment to that vacancy.

Rule 10. School secretaries who have served 20 years or longer on regular appointment shall not be excessed, except for those in neighboring schools who are excessed to staff a newly organized school.

Rule 11. A school secretary shall not be excessed to a split assignment if a five-day position is available.
Rule 12. Effective November 1, 1975, the following provision shall terminate:

A school secretary declared in excess who is transferred to another school is not to be declared in excess thereafter for a period of two years from the effective date of transfer to the new school. Such school secretary is to receive the benefit only if he remains in the school to which he was transferred.

B. Appointment to New Program, License or Title

School secretaries who are displaced by the establishment of a new program, license or title shall be given an opportunity to present their qualifications and if found qualified shall be given preference for appointment to such new program, license or title.

C. Layoff

1. If a city-wide excess condition causes a lay-off of staff in any licensed position, applicable provisions of law will be followed to determine the staff member to be laid off, without fault and delinquency with the understanding that said member of staff is to be placed on a preferred list for reinstatement to his former position.

2. Employees on layoff who may be placed on a preferred list in another license other than the one in which they are laid off will be so placed.

3. The Board and the Union agree to jointly sponsor legislation to provide for retention in the system of pedagogical employees laid off in their licenses by providing for their employment in licenses held other than the one in which they are laid off on the basis of their system-wide seniority. The legislation shall provide that employees who are so placed in positions for which a lower salary is established shall be paid at the salary of the position in which they are serving while awaiting recall to their former positions from a preferred list.

ARTICLE ELEVEN

TRANSFERS

The transfer plan shall be based upon the following principles:

1. Regularly appointed school secretaries with at least five years of service under regular appointment in the school from which transfer is sought shall be eligible for transfer.

2. Each year, the number of eligible school secretaries who will be permitted to transfer from a particular school
shall be as follows: one school secretary in those schools with fewer than eight school secretaries on regular appointment; two school secretaries in those schools with eight or more school secretaries on regular appointment.

3. Where the number of eligible school secretaries seeking transfer from a particular school exceeds the maximum number permitted to transfer from the school, the selection should be made on the basis of the number of years of service as a school secretary on regular appointment in the school, including continuous regular substitute service in the school immediately preceding regular appointment. For this purpose in the case of a newly organized school to which a school secretary was assigned from a neighboring school, the number of years of service as a school secretary in the school from which transfer is sought shall also include the length of service as a school secretary in the previous school. Newly organized schools shall include schools opened within the last 10 years. In the case of school secretaries excessed into a school, the number of years of service in the school from which transfer is sought shall be determined by including length of service in the previous school.

4. A list of vacancies existing as of May 15 shall be prepared and made available as soon as possible to school secretaries by the Division of Personnel. School secretaries on the transfer lists who have not been selected for transfer to vacancies existing as of May 15 shall be notified of vacancies occurring between May 15 and June 10 as they become known.

A vacancy not previously available for transfer which is filled by an administrative transfer shall be listed for transfer on the May 15 following the administrative transfer and if the vacancy is then filled by a school secretary from the transfer list the administrative transferee shall be excessed from that school regardless of his city-wide seniority. The above shall not apply to the following administrative transfers:

a. A transfer following a "U" rating of the school secretary made with his consent.

b. A transfer to staff a new school within the number of administrative transfers allowable under existing regulations.

The position of a school secretary who commences the second of two consecutive maternity leaves of absence shall be deemed a vacancy for purposes of transfer.

5. School secretaries who are eligible to apply for transfer shall be asked to indicate up to five choices, in order of preference, among the vacancies listed. Vacancies shall be
filled from such preference sheets before any appointments are made from existing eligible lists.

6. A city-wide list of eligible school secretaries seeking transfer, to be known as the School Secretary Transfer List, shall be established and maintained by the Division of Personnel in order of length of service on the basis of the following point system:

a. One point for each full year (or one-half point for each full term) of service as a school secretary on regular appointment or as a regular substitute school secretary in the school from which transfer is sought.¹

b. One point for each full year (or one-half point for each full term) of service in the school system as a school secretary under regular appointment.

7. Transfers will be made on the basis of place on the transfer list.

In the case of school secretaries with an equal number of points who indicate the same choice of school, the selection shall be determined by their standing on the eligible list for appointment for school secretaries appearing on the same list, and for school secretaries appearing on different lists, on the basis of the list having the earliest date.

8. A school secretary who has been transferred pursuant to this plan shall not be eligible for another transfer for five years.

9. A school secretary who does not accept a transfer to a school listed on her application shall not be permitted in the following year to apply again for a transfer.

10. Transfers on grounds of hardship shall be allowed independent of the plan. Transfers of school secretaries after three years of service on regular appointment may be made on grounds of hardship on the basis of circumstances of each particular case, except that travel time by public transportation of more than one hour and thirty minutes each way between a school secretary’s home and school shall be deemed to constitute “hardship” entitling the applicant to a transfer to a school to be designated by the Division of Personnel which shall be within one hour and 30 minutes travel time by public transportation from the school secretary’s home.

¹ In determining the number of years of secretarial service in seeking transfer from a special service school, each year of service in such school from the time of its designation as a special service school shall be credited as two years of service in the school system.
11. Administrative procedures for the effectuation of these provisions are to be formulated by the Board in consultation with the Chapter.

ARTICLE TWELVE
UNION ACTIVITIES, PRIVILEGES
AND RESPONSIBILITIES

A. Restriction on Union Activities

No school secretary shall engage in Union activities during the time she is assigned to her regular duties, except that members of the Chapter’s negotiating committee and its special consultants shall, upon proper application, be excused without loss of pay for working time spent in negotiations with the Board or its representatives.

B. Time for Chapter Chairman

The Chapter Chairman shall be allowed one day per week for investigation of grievances and for other appropriate activities relating to the administration of the agreement and to the duties of his office.

C. Exclusive Check-Off

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.

The Board will honor individual written authorizations for the deduction of Union dues in accordance with their terms, including authorizations stating that they are irrevocable until the following June 30 and automatically renewable for another year unless written notice is given to the Board between June 15 and June 30.

The Board and the Union will send a joint notice to all employees whose current authorizations are on file informing them that the authorizations will be understood to be irrevocable and automatically renewable as stated above unless notice is given to the Board within 45 days thereafter.

D. Information to the Union

Lists of vacancies and any lists which may be established by the central board or community school districts showing seniority of school secretaries for purposes of implementing provisions of this agreement shall be made available to the Union. In individual cases, specific information as to seniority will be made available to the Union upon request.
E. Consultation Meetings

The Chapter and appropriate representatives of the Chancellor shall meet once a month during the school year to consult on matters of policy involving the professional interests of school secretaries.

F. Consultation on Changes

The Board will consult with the Union on major changes and procedures including the revisions of forms that may affect school secretaries' work.

ARTICLE THIRTEEN
MATTERS NOT COVERED

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

The Board will continue its present policy with respect to sick leave, sabbatical leaves, vacations and holidays except insofar as change is commanded by law.

All existing determinations, authorizations, by-laws, regulations, rules, rulings, resolutions, certifications, orders, directives, and other actions, made, issued or entered into by the Board of Education governing or affecting salary and working conditions of the school secretaries in the bargaining unit shall continue in force during the term of this agreement, except insofar as change is commanded by law.

ARTICLE FOURTEEN
DUE PROCESS AND REVIEW PROCEDURES

A. School Secretary Files

Official school secretary files in a school shall be maintained under the following circumstances:

1. No material derogatory to a school secretary's conduct, service, character or personality shall be placed in the files unless the school secretary has had an opportunity to read the material. The school secretary shall acknowledge that he has read such material by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its content. However, an incident which has not been reduced to writing
within three months of its occurrence, exclusive of the sum-
mer vacation period, may not later be added to the file.

2. The school secretary shall have the right to answer any
material filed and his answer shall be attached to the file copy.

3. Upon appropriate request by the school secretary, he
shall be permitted to examine his files.

4. The school secretary shall be permitted to reproduce
any material in his files.

5. Material will be removed from the files when a school
secretary’s claim that it is inaccurate or unfair is sustained.

B. Summons

1. A school secretary summoned by the principal to a con-
ference which may lead to disciplinary action for reasons of
misconduct may be accompanied, at his option, by the
chapter chairman or his designated alternate.

2. School secretaries summoned to the office of a com-
"munity or assistant superintendent or to the Division of Per-
sonnel shall be given two days notice and a statement of the
reason for the summons, except where an emergency is pre-
"sent or where considerations of confidentiality are involved.

Whenever an employee is summoned for an interview for
the record which may lead to disciplinary action, he shall be
entitled to be accompanied by a representative who is
employed by the city school system, or by an employee of the
Union who is not a lawyer, and he shall be informed of this
right. However, where the community or assistant
superintendent or the Division of Personnel permits an at-
torney who is not a member of the city school system to
represent any participant in the interview, the employee
shall be entitled to be represented by an attorney. An inter-
view which is not held in accordance with these conditions
shall not be considered a part of the employee’s personnel file
or record and neither the fact of the interview nor any state-
ments made at the interview may be used in any subsequent
Board proceeding involving the employee. It is understood
that informal conferences, such as those between a com-
munity or assistant superintendent and a school secretary, or
the Division of Personnel and a school secretary, for profes-
sional improvement, may be conducted off the record and
shall not be included in the employee’s personnel file or
record.

C. Notice of Discharge

Regular substitutes are to be given 10 school days notice
of discharge, except in cases of emergency.
D. Discontinuance of Probationary Service

1. Regular substitutes and school secretaries on probation, except as provided in subparagraph 2 below, shall be entitled to the review procedures before the Chancellor as prescribed in Section 105(a) of the by-laws of the Board of Education.

By-law 105(a) procedures for the review of a recommendation by a superintendent for discontinuance of probationary service shall be modified to provide for the following:

a. The 105(a) committee shall be a tripartite committee of professional educators, one selected by the employee, one by the Board and a third selected by the other two from a list agreed upon by the Board and the Union.

b. The committee will make an advisory recommendation to the community school board or the Chancellor for central programs within 20 days after the hearing.

c. The costs of the employee's representative shall be paid by the employee. The costs of the Board's representative shall be paid by the Board. The costs of the mutually selected member of the committee shall be shared by the Board and the employee.

2. Employees on probation who have completed at least three years of service on regular appointment in the school shall be entitled, with respect to the discontinuance of their probationary service, to the same review procedures as are established for the tenured teaching staff under Section 2590-j 7 of the Education Law.

E. Suspension

Any school secretary who is suspended pending hearing and determination of charges shall receive full compensation pending such determination and imposition of any penalty.

F. Trial Examiner Panel

Before designating the panel of trial examiners to be maintained by the Chancellor pursuant to Section 2590-j 7 (f) of the Education Law, the Chancellor will afford the Union and the Community School Boards an opportunity to challenge any proposed designee and the persons challenged shall not be designated. Members of the panel will serve in rotation.

G. Medical Review Procedures

1. Requests for Medical Examination

The report of the immediate supervisor requesting examination of a school secretary pursuant to Education Law
Section 2568 shall be made in duplicate. A copy of the report shall be forwarded to the school secretary.

2. Injury in the Line of Duty

In order to provide for an expeditious handling of injury in the line of duty claims, the following is provided:

a. Within five school days of a claim of injury in the line of duty requiring an employee to be absent, the superintendent shall make a determination as to whether the accident occurred in the line of duty.

b. Where the employee is in a non-pay status pending a determination by the Medical Bureau of the duration of absence attributable to injury in the line of duty, the Medical Bureau will make its determination within ten days of the employee’s submitting himself for the required physical examination.

3. Medical Report and Review

a. The report of the Medical Division on a school secretary who was called for medical examination shall, upon written request of the school secretary, be sent to the school secretary’s physician within 25 days after the examination.

b. Upon the employee’s request to the Medical Division, his physician shall have the right to examine his medical file.

c. A regular employee shall have the right to an independent evaluation by a medical arbitrator selected from a panel of doctors to be selected by mutual agreement of the Board and the Union in conjunction with the New York Academy of Medicine if the finding of the Medical Bureau to the Chancellor has resulted in:

   (1) Placement of the employee on a leave of absence without pay for more than one month; or
   (2) Termination of the employee’s services; or
   (3) A recommendation for disability retirement; or
   (4) A denial of a leave with or without pay for more than one month.

A request for an independent evaluation of the finding of the Medical Division shall be submitted in writing by the employee to the Division of Personnel within 10 school days of receipt of notice from the Division of Personnel that he has been placed on leave of absence without pay for more than one month, or that his services have been terminated, or that he has been recommended for disability retirement, or that he has been denied a leave with or without pay for more than one month.
The medical arbitrator shall examine the employee and consult with the employee's physician and the Board's physician. The arbitrator's decision shall be rendered within 10 days after he has examined the employee, and if made within his authority under this agreement shall be accepted as final and binding by the Board and the employee.

The fee of the medical arbitrator shall be shared equally by the Board and the employee.

**ARTICLE FIFTEEN**

**GRIEVANCE PROCEDURE**

It is the declared objective of the parties to encourage the prompt and informal resolution of employee complaints as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints.

**A. Definition**

A "grievance" shall mean a complaint by an employee in the bargaining unit (1) that there has been as to her a violation, misinterpretation, or inequitable application of any of the provisions of this agreement, or (2) that she has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees, except that the term "grievance" shall not apply to any matter as to which (1) a method of review is prescribed by law, or by any rule or regulation of the State Commissioner of Education having the force and effect of law, or by any by-law of the Board of Education or (2) the Board of Education is without authority to act.

As used in this article, the term "employee" shall mean also a group of employees having the same grievance.

**B. Adjustment of Grievances**

Grievances of employees within the bargaining unit shall be presented and adjusted in the following manner:

1. **General Procedures**
   
a. **School Level (Step 1)**
   
   Any employee within the bargaining unit may, either orally or in writing, present a grievance to the head of the school within a reasonable time not to exceed three months after the employee has knowledge of the act or condition complained of, except that a grievance arising under Article Fourteen A shall be presented within a reasonable time after the employee has knowledge of the material in the file.
The employee and the head of the school shall confer on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, the employee may appear personally or she may be represented by a Union representative or by any school secretary of her choice in the local school district; but where the employee is represented she must be present. The Union representative shall be the chapter chairman or her alternate in the school or, where there is no Union member in the school, any other designated Union representative.

Whenever a grievance presented to the head of the school by the employee personally or through a personal representative would involve the application or interpretation of the terms of this agreement, or would affect the working conditions or welfare of the employees in the bargaining unit, he shall give the chapter chairman or her alternate in the school the opportunity to be present and state the views of the Union, except that, where there is no Union member in the school, the Union may be represented by any other designated Union representative.

The head of the school shall communicate his decision to the aggrieved employee and to her representative and to any Union representative who participated in this step within five school days after receiving the complaint. Where the grievance has been presented in writing, the decision shall be in writing.

b. District Level (Step 2)

If the grievance is not resolved at Step 1, the aggrieved employee may appeal to the local community or assistant superintendent within three school days after she has received the decision of the head of the school. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based. It shall also state the name of the employee’s representative, if any.

The community or assistant superintendent or his designee shall meet and confer with the aggrieved employee on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. The aggrieved employee and her representative, if any, shall be given at least two school days notice of the conference and an opportunity to participate. The employee may appear alone or she may be represented by the Union or by a school secretary of her choice in the local school district. The Union representative may be the representative at Step 1 or a representative designated by the Union grievance department, or both. The
employee shall be present at the conference, except that she need not attend where it is mutually agreed that no facts are in dispute and that the sole question before the community or assistant superintendent is one of interpretation of a provision of this agreement, or of what is established policy or practice.

Notice of the conference shall also be given to the head of the school who rendered the decision at Step 1. The head of the school may be present at the conference and state his views.

Where the employee is not represented by the Union at this step, the community or assistant superintendent shall furnish the Union with a copy of the appeal from Step 1, together with notice of the date of the conference. In such cases, the Union may be present and state its views whenever the decision on the grievance would involve the application or interpretation of the terms of this agreement, or would affect the working conditions or welfare of the employees in the bargaining unit.

The community or assistant superintendent shall communicate his decision in writing, together with the supporting reasons, to the aggrieved employee and her representative, and to any Union representative who participated in this step, within 10 school days after receiving the appeal. The head of the school who rendered the decision at Step 1 shall also receive a copy of the decision at this step. The Union shall receive a copy of any decision at this step.

c. Chancellor (Step 3)

If the grievance is not resolved at Step 2, the aggrieved employee may appeal from the decision at Step 2 to the Chancellor addressed to the attention of the Executive Director, Office of Labor Relations and Collective Bargaining, within 10 school days after the decision of the community or assistant superintendent has been mailed. The appeal shall be in writing, shall set forth specifically the reasons for the appeal, and shall be accompanied by a copy of the appeal and the decision at Step 2. It shall also state the name of the employee's representative, if any.

The Chancellor or his designated representative shall meet and confer with the aggrieved employee with a view to arriving at a mutually satisfactory resolution of the complaint. The aggrieved employee and her representative shall be given at least two school days notice of the conference and an opportunity to be heard. The employee may appear alone or she may be represented by the Union, or by a school secretary of her choice in the local school district. The Union
representative may be the representative at Step 1 or a representative designated by the Union grievance department, or both.

Notice of the conference shall also be given to the head of the school and to the community or assistant superintendent. The head of the school and the community or assistant superintendent may be present at the conference and state their views.

When the employee is not represented by the Union at this step, the Chancellor shall furnish the Union with a copy of the appeal from Step 2 together with notice of the date of the conference. In such cases, the Union may be present and state its views whenever the decision on the grievance would involve the application or interpretation of the terms of this agreement, or would affect the working conditions or welfare of the employees in the bargaining unit.

The Chancellor shall communicate his decision in writing, together with the supporting reasons, to the aggrieved employee and her representative, and to any Union representative who participated in this step, within 15 school days after receiving the appeal.

The head of the school and the community or assistant superintendent shall also receive a copy of the decision at this step. The Union shall receive a copy of any decision at this step.

2. Procedures for Special Groups of School Secretaries

The procedure set forth in paragraph 1 of this article shall apply to all school secretaries in the unit except that for those not assigned to schools the grievance should be presented to the immediate supervisor at Step 1 and at Step 2, to the appropriate community or assistant superintendent or other appropriate official.

3. Special Procedures for Grievances Relating to Salary and Leave Matters

Any grievance relating to salary and leave matters shall be filed directly with the Executive Director for Personnel. In such cases, the provisions of the general procedures relating to Step 2 shall apply to the presentation and adjustment of the grievance at the level of the Executive Director, except that (1) the grievance shall be filed within a reasonable time not to exceed three months after the employee has knowledge of the act or condition which is the basis of the complaint and (2) the employee need not be present at any conference. The Executive Director shall render

F-38
a decision on behalf of the Chancellor and such decision shall be considered a decision at the level of the Chancellor.

4. Initiation or Appeal of Special Types of Grievances or Complaints

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

b. The Chapter has the right to initiate or appeal a grievance involving alleged violation of the agreement. Such grievance shall be initiated with the appropriate community or assistant superintendent or, where appropriate, with the Chancellor.

5. Appearance and Representation

a. 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 Board of Education working hours all persons who participate shall be excused without loss of pay for that purpose.

b. No officer or executive board member, delegate, representative, or agent of a minority organization shall represent the aggrieved employee at any step in the grievance procedure. An agent shall include any person who, acting in an official capacity for a minority organization, regularly performs for that organization such acts as: distributing literature, collecting dues, circulating petitions, or soliciting membership. An agent shall not include any person who performs such duties occasionally or without any official designation by the minority organization involved. A minority organization shall mean any organization, other than the Union, which exists or acts for the purpose of dealing with the head of a school or any Board official for the improvement of working conditions, or the handling of grievances, of employees in the bargaining unit.

6. Time Limits

a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

b. The time limits specified in any step of this procedure
may be extended, in any specific instance, by mutual agree­
ment.

C. Arbitration

A grievance dispute which was not resolved at the level of
the Chancellor under the grievance procedure may be sub­
mited by the aggrieved employee or, in the circumstances
specified in Section 4(b) above, by the Chapter, to an arbitrator
for decision if it involves the application or interpretation of
this agreement. A grievance dispute arising under
any term of this agreement involving Board Policy or dis­
cretion may be submitted to arbitration for the sole purpose
of determining whether the Board’s policy was disregarded
or applied in so discriminatory, arbitrary or capricious a
manner as to constitute an abuse of discretion.

A grievance may not be submitted to an arbitrator unless
a decision has been rendered by the Chancellor under the
grievance procedure, except in cases where, upon expiration or the
15-day time limit for decision, the aggrieved employee or the
Union filed notice with the Chancellor of intention to submit
the grievance to arbitration and no decision was issued by the
Chancellor within five school days after receipt of such
notice.

The employee may proceed personally or through the Union or any
other representative of his choice, except that he may not be
represented by any person or minority organization as specified and
defined in Section B, 5 b above, of the grievance procedure. Where the
employee is not represented by the Union, the Chapter may submit its
views to the arbitrator.

The proceeding may be initiated by filing with the Board a
notice of arbitration. The notice shall be filed within 10 school
days after receipt of the decision of the Chancellor under the
grievance procedure or, where no decision has been issued in
the circumstance described above, three days following the
expiration of the five school day period provided above. The
notice shall include a brief statement setting forth precisely
the issue to be decided by the arbitrator and the specific
provision of the agreement involved.

A panel of five arbitrators shall be designated by mutual
agreement of the parties to serve for any case or cases sub­
mited to them in accordance with their availability to
promptly hear and determine the case or cases submitted.

The parties agree to enter into a stipulation of facts
whenever possible in advance of the hearing.

Transcripts of the proceedings will be waived except in
unusual cases and by agreement of the parties. If transcripts
are used, they shall be supplied overnight to the arbitrator.

Post-hearing briefs will not be filed except in unusual cases upon agreement of the parties to submit them.

The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding insofar as they relate to the hearings and fees and expenses.

The arbitrator shall issue his decision not later than 30 days from the date of the closing of the hearings or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this agreement and he 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 he may decide in a particular case that Board policy was disregarded or that its attempted application under any 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.

The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this agreement, will be accepted as final by the parties to the dispute and both will abide by it.

The arbitrator may fashion an appropriate remedy where he finds a violation of this agreement. To the extent permitted by law, an appropriate remedy may include back pay. The arbitrator shall have no authority to grant a money award as a penalty for a violation of this agreement except as a penalty is expressly provided for in this agreement.

The arbitrator's fee will be shared equally by the parties to the dispute.

The Board agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance and the Union agrees that it will not bring or continue, and that it will not represent any employee in, any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.

F-41
D. General Provisions as to Grievances and Arbitration

1. The filing or pendency of any grievance under the provisions of this article shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of, subject, however, to the final decision on the grievance.

2. Nothing contained in this article or elsewhere in this agreement shall be construed to permit the Union to present or process a grievance not involving the application or interpretation of the terms of this agreement in behalf of any employee without his consent.

3. Nothing contained in this article or elsewhere in this agreement shall be construed to prevent any individual employee from presenting and processing a grievance through the procedures provided in this article.

4. Nothing contained in this article or elsewhere in this agreement shall be construed to deny to any employee his rights under Section 15 of the New York Civil Rights Law or under the State Education Law or under applicable Civil Service Laws and Regulations.

ARTICLE SIXTEEN

SPECIAL COMPLAINTS

It is the declared objective of the parties to encourage the prompt and informal resolution of special complaints not covered by the grievance procedure and to dispose of such complaints as they arise and to provide recourse to orderly procedures for their adjustment.

A. Definition

A “special complaint” is a complaint by an employee in the bargaining unit that persons or groups are engaging in a course of harassing conduct, or in acts of intimidation, which are being directed against him in the course of his employment and that the school principal or community or assistant superintendent has not afforded the employee adequate relief against such course of conduct or acts of intimidation.

B. Filing and Priority Handling

A special complaint shall be promptly filed with the Chancellor by the affected employee or, upon his request, by the Union. Such complaint shall receive expedited handling pursuant to this article.

C. Joint Investigation and Informal Resolution

Within twenty-four (24) hours after the special complaint
is filed with the Chancellor, a joint investigating committee consisting of one representative designated by the Chancellor and one representative designated by the Union shall investigate the complaint at the school level to ascertain the facts and bring about a prompt resolution of the problem without resort to formal procedures. In the course of its investigation, the joint committee shall confer with the principal of the school, the community or assistant superintendent and other persons involved in the controversy.

D. Administrative Hearing and Continued Attempt at Informal Resolution

If the complaint is not resolved by the joint investigating committee to the satisfaction of the affected employee, he may request a hearing before the Chancellor. Within forty-eight (48) hours after receipt of the request for hearing, the Chancellor, or a representative designated by him, shall hold a hearing at which the joint investigating committee shall report its findings and all persons involved, including the affected employee, shall have an opportunity to be heard. The complaining employee may represent himself at the hearing or, upon request, may be represented by the Union or by a person of his own choosing other than an attorney.

At the hearing the Chancellor or his representative shall make every effort to resolve the complaint informally and all persons involved shall cooperate toward this end.

E. Decision of the Chancellor

Within seventy-two (72) hours following the close of the hearing, the Chancellor shall notify all parties of his decision and the manner in which it shall be effectuated.

F. Fact Finding and Recommendations

If the complaint is not resolved by the Chancellor the affected employee, or the Union upon his request, may submit it for hearing and fact finding before an arbitrator selected in accordance with Article 15(C) of this agreement. The submission shall be made within ten (10) school days after the issuance of the Chancellor's decision.

The voluntary labor rules of the American Arbitration Association shall apply to the proceeding in so far as they relate to the hearing, fees and expenses.

The fact finder shall render findings not later than seventy-two (72) hours from the date of the close of the hearings or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the fact finder. The findings of fact shall be in writing. The fact finder
shall limit his findings strictly to the question whether the employee's complaint has been substantiated by the evidence. If the fact finder finds the complaint to be substantiated and unremedied, he shall recommend an appropriate remedy.

The fact finder shall not interpret or apply the provisions of this agreement or exercise any of the other functions specified in Article 15 of this contract, nor shall he exercise any of the powers conferred upon trial examiners pursuant to Section 2590-j 7 (f) of the Education Law.

G. Board Consideration

Within ten (10) days after receipt of the fact finder's report, the Board shall make a determination.

ARTICLE SEVENTEEN
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.

ARTICLE EIGHTEEN
NO-STRIKE PLEDGE

The Union and the Board recognize that strikes and other forms of work stoppages by school secretaries 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 NINETEEN
DEFINITIONS

1. Wherever the term “Board” is used in the agreement it shall mean the City Board, it being understood, nevertheless, that this contract is binding on all community school boards in accordance with Section 2590 of the Education Law.

2. Wherever the term “community school board” or “community board” is used in the agreement it shall mean
the board of education of a community district.

ARTICLE TWENTY
NOTICE—LEGISLATIVE ACTION

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

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

ARTICLE TWENTY-ONE
COPY OF AGREEMENT

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

ARTICLE TWENTY-TWO
DURATION

This agreement and each of its provisions shall be effective as of September 9, 1975, and shall continue in full force and effect until September 9, 1977.

Negotiations for a subsequent agreement will commence no sooner than October 15, 1976, for budgetary items and no sooner than March 15, 1977, for all other items, upon request of either party filed two weeks before each of these dates.

Dated: Brooklyn, New York, 1976

ISAIAH E. ROBINSON, JR.
President
The Board of Education
of the
City School District
of the
City of New York

EDITH DUFFY
Chairman
School Secretaries Chapter,

United Federation of Teachers, Local 2
American Federation of Teachers, AFL-CIO
MEMORANDUM

To: Community School Board Chairmen
   All Superintendents
Re: Building Security for School Secretaries

LADIES AND GENTLEMEN:

It was agreed during the recent negotiations with the United Federation of Teachers that the memorandum concerning building security for school secretaries, issued on October 13, 1971, would again be brought to the attention of the school principals.

Will you, therefore, inform all principals that "the principal is charged with the responsibility of developing suitable security arrangements which will provide for the presence (during the work day) within the school premises, of the principal or his designated representatives, who shall be accessible to the area where the school secretaries are stationed."

IRVING ANKER
Deputy Chancellor
<table>
<thead>
<tr>
<th>INDEX</th>
<th>PAGE</th>
<th>ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Absence (See also Sick Leave)</td>
<td>F-21</td>
<td>9 A 9</td>
</tr>
<tr>
<td>annual check-ups and lab tests</td>
<td>F-22</td>
<td>9 A 12</td>
</tr>
<tr>
<td>children’s diseases</td>
<td>F-20, 21</td>
<td>9 A 1, 2, 3, 4, 5</td>
</tr>
<tr>
<td>during negotiations</td>
<td>F-22</td>
<td>9 A 10</td>
</tr>
<tr>
<td>illness after 9/1/67</td>
<td>F-30</td>
<td>9 D 1</td>
</tr>
<tr>
<td>immediately prior to resignation</td>
<td>F-22</td>
<td>9 A 16</td>
</tr>
<tr>
<td>leaves without pay</td>
<td>F-24</td>
<td>9 A 4</td>
</tr>
<tr>
<td>military leave</td>
<td>F-21</td>
<td>9 F</td>
</tr>
<tr>
<td>on continuity of service</td>
<td>F-25</td>
<td>9 A 17</td>
</tr>
<tr>
<td>personal business</td>
<td>F-21, 22</td>
<td>9 A 10, 11</td>
</tr>
<tr>
<td>refunds</td>
<td>F-21</td>
<td>9 A 10</td>
</tr>
<tr>
<td>reserves cumulative</td>
<td>F-20, 21</td>
<td>9 A 1, 2, 3, 4, 5</td>
</tr>
<tr>
<td>selective service examination</td>
<td>F-24</td>
<td>9 A 10</td>
</tr>
<tr>
<td>self-treated regular</td>
<td>F-21</td>
<td>9 A 11</td>
</tr>
<tr>
<td>self-treated regular substitute</td>
<td>F-21</td>
<td>15 B 5</td>
</tr>
<tr>
<td>to attend grievance hearing</td>
<td>F-39</td>
<td>12 A</td>
</tr>
<tr>
<td>Activities of Union Restricted</td>
<td>F-30</td>
<td>12 A</td>
</tr>
<tr>
<td>Additional Funds — Welfare Benefits</td>
<td>F-10</td>
<td>3 F 2</td>
</tr>
<tr>
<td>Agreement</td>
<td>F-45</td>
<td>21</td>
</tr>
<tr>
<td>copy</td>
<td>F-45</td>
<td>22</td>
</tr>
<tr>
<td>duration</td>
<td>F-31</td>
<td>13</td>
</tr>
<tr>
<td>matters not covered</td>
<td>F-14</td>
<td>4 B</td>
</tr>
<tr>
<td>Annuity Fund</td>
<td>F-27</td>
<td>10 B</td>
</tr>
<tr>
<td>Appointment to New Program License</td>
<td>F-27</td>
<td></td>
</tr>
<tr>
<td>or Title</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Arbitration (See also Grievances)</td>
<td>F-40</td>
<td>15 C</td>
</tr>
<tr>
<td>grievance under agreement</td>
<td>F-43</td>
<td>16 F</td>
</tr>
<tr>
<td>special complaints</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Articles (See Table of Contents)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assault Cases</td>
<td>F-19</td>
<td>8 A</td>
</tr>
<tr>
<td>assistance by Law Office</td>
<td>F-19</td>
<td>8 A 2, 3</td>
</tr>
<tr>
<td>failure to provide attorney</td>
<td>F-19</td>
<td>8 A 4</td>
</tr>
<tr>
<td>principal must report</td>
<td>F-19</td>
<td>8 A 1</td>
</tr>
<tr>
<td>secretary rights</td>
<td>F-19</td>
<td>8 A 2</td>
</tr>
<tr>
<td>Assignments</td>
<td>F-17</td>
<td>7 B</td>
</tr>
<tr>
<td>custodial care of children</td>
<td>F-17</td>
<td>7 B</td>
</tr>
<tr>
<td>during first 15 days</td>
<td>F-17</td>
<td>7 B</td>
</tr>
<tr>
<td>limited in number of schools</td>
<td>F-17</td>
<td>7 B</td>
</tr>
<tr>
<td>limitations on</td>
<td>F-17</td>
<td>7 B</td>
</tr>
<tr>
<td>peak period relief</td>
<td>F-17</td>
<td>7 B</td>
</tr>
<tr>
<td>rotation of</td>
<td>F-17</td>
<td>7 B</td>
</tr>
<tr>
<td>Bargaining Agent</td>
<td>F-2, 3</td>
<td>1</td>
</tr>
<tr>
<td>Bargaining at Headquarters only</td>
<td>F-2, 3</td>
<td>1</td>
</tr>
<tr>
<td>Bargaining Unit</td>
<td>F-2, 3</td>
<td>1</td>
</tr>
<tr>
<td>“Board” Defined</td>
<td>F-44</td>
<td>19</td>
</tr>
<tr>
<td>Borrowed Sick Leave</td>
<td>F-21</td>
<td>9 A 8</td>
</tr>
<tr>
<td>Categories Included in Agreement</td>
<td>F-2, 3</td>
<td>1</td>
</tr>
<tr>
<td>Check-off</td>
<td>F-30</td>
<td>12 C</td>
</tr>
<tr>
<td>City-wide Excess (See Exceeding)</td>
<td>F-25</td>
<td>10 A</td>
</tr>
<tr>
<td>COLA</td>
<td>F-7</td>
<td>3 B</td>
</tr>
<tr>
<td>Collective Bargaining at “Board”</td>
<td>F-2, 3</td>
<td>1</td>
</tr>
<tr>
<td>level only</td>
<td></td>
<td></td>
</tr>
<tr>
<td>“Community School Board” Defined</td>
<td>F-44</td>
<td>19, 2</td>
</tr>
<tr>
<td>Conformity to Law-Saving Clause</td>
<td>F-44</td>
<td>17</td>
</tr>
<tr>
<td>Consultation</td>
<td>F-31</td>
<td>12 F</td>
</tr>
<tr>
<td>changes and procedures including</td>
<td>F-31</td>
<td>12 E</td>
</tr>
<tr>
<td>form revision</td>
<td>F-31</td>
<td>13</td>
</tr>
<tr>
<td>meeting with chancellor’s representation</td>
<td>F-29</td>
<td>9 F</td>
</tr>
<tr>
<td>prior consultation on changes</td>
<td>F-29</td>
<td></td>
</tr>
<tr>
<td>Continuity of Service</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

F-47
| Copy of Agreement                           | F-45 | 21 |
| Courses                                    |      |    |
| acceptable for differential                | F-5  | 3 A 3 |
| in-service course records unavailable      | F-8  | 3 D |
| Copy of Living Adjustment                  | F-7  | 3 B |
| Credit                                     |      |    |
| absence reserve (See Sick Leave)           | F-8  | 3 D |
| cumulative absence (See Sick Leave)        | F-8  | 3 C 2 |
| in-service course                         |      |    |
| salary on appointment — per diem           | F-8  | 3 C 1 |
| substitute service                        |      |    |
| salary on appointment — regular            | F-7  |    |
| substitute service                        |      |    |
| Damage to Personal Property                | F-10 | 3 H |
| Differential (See Salary)                  | F-5  | 3 A 3 |
| Definitions                                |      |    |
| boards                                     | F-44 | 19, 1 |
| community school board                     | F-44 | 19, 2 |
| Discrimination                             | F-3  | 2  |
| Duration of Agreement                      | F-45 | 22 |
| Duty-free Lunch Period                     | F-16 | 6 A |
| Estates                                    |      |    |
| vacation pay credit                        | F-9  | 3 E 2 a |
| death benefits                             | F-13 | 4 A 8 |
| termination pay                            | F-22 | 9 A 15 |
| Excessing                                  |      | 10 A |
| appointment date determined                | F-25, 26 | 10 A Rules 2, 3, 4 |
| assigned to leave without pay              | F-26 | 10 A Rule 6 |
| assigned within district                   | F-26 | 10 A Rule 5 |
| city-wide excess (layoff)                 | F-25 | 10 A  |
| employee not accommodated within a district| F-26 | 10 A Rule 7 |
| headquarters position abolished            | F-26 | 10 A Rule 8 |
| return to previous school                  | F-26 | 10 A Rule 9 |
| seniority city-wide excess                 | F-27 | 10 C 1 |
| seniority excess in district               | F-25 | 10 A Rule 1 |
| transeree not to be excessed for two years | F-27 | 10 A Rule 12 |
| 20 years of service                        | F-26 | 10 A Rule 10 |
| Exclusive Bargaining Representative         |      |    |
| regularly appointed school secretaries      | F-2, 3 | 1 |
| regularly assigned school substitutes       | F-2, 3 | 1 |
| school secretaries                         | F-2, 3 | 1 |
| secretarial and financial assistant         | F-2, 3 | 1 |
| senior school secretary                     | F-2, 3 | 1 |
| Excused Pay (See Absences)                 |      |    |
| Fact Finder — Special Complaints           | F-43 | 16 F |
| Fair Practices                             | F-3  | 2  |
| Files (See School Secretary Files)         | F-31 | 14 A |
| Grievance Procedure                        |      |    |
| appeals, arbitration                       | F-35 | 15 |
| appeals, chapter right to initiate         | F-40 | 15 C |
| appeals, second step                       | F-39 | 15 B 4 b |
| appeals, third step                        | F-36 | 15 B 1 b |
| arbitration, condition of                  | F-37 | 15 B 2 b |
| arbitration, decision applied similarly     | F-40 | 15 C |
| arbitration, decision binding              | F-40 | 15 C |
| arbitration, initiation of                 | F-40 | 15 C |
| arbitration, limits on decision            | F-41 | 15 C 1, 2, 3 |
| arbitration panel                          | F-40 | 15 C |
arbitration, remedy
arbitration, policy applied discriminatorily
or arbitrarily goes to chapter chairman

conferences — step 1
conferences — step 2
conferences — step 3
conferences — time and place

definition of grievance
excuse with pay
grievance dispute — over Board policy hearings, arbitration
initiation or appeal of salary and leave grievances
limitations on arbitration
presented orally or in writing Step 1 representation arbitration
representation by minority organization forbidden
representation — step 1
representation — step 2
representation — step 3
salary matters
special groups
special types
step 1 — school level
step 2 — district level
step 3 — chancellor
time limits — extension of
time limits — failure to meet
time limits — arbitration
time limit — step 1 decision
time limit — step 2 decision
time limit — step 3 decision
time limit for filing — arbitration
time limit for filing — step 1
time limit for filing — step 2
time limit for filing — step 3
time limit for filing — step 4

representation of grievance Grievances Not Covered by Grievance Procedure (See Special Complaints) Hardship Transfers Health Insurance Health Insurance board pays full cost choice of plans supplemental benefits Hospital Insurance Hours of Work Individual Employee Rights Individual Employee Grievance Rights Information to Union In-service Course Credit — Records not Available Joint Investigation — Special Complaint Joint Legislation — Pension and Retirement Program Jury Duty Payment Layoff (See Excessing) Leaves denial of excess situations
<table>
<thead>
<tr>
<th>Page</th>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>F-24</td>
<td>9 C 2</td>
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Maternity — substitute service
military
purpose of leaves without pay
retirement credit
sabbatical pay (see also sabbatical leaves)
sick leave (See Sick Leave)
terminal
without pay — granted for study and position in foreign country
Length of Day
Length of Service Determination
Licensure
Matters Not Covered
all existing determinations
continuation on present Board policies
prior consultation with union on changes
Medical Examination Requested
Medical Expense Reimbursement
Medical Report and Review
independent evaluation
report to personal physician
Military Service
continuity of service
pay
sick leave credit
Negotiations — Excuse with Pay
Negotiations — Initiation for New Contract
No-Strike Pledge
Pay Practices
Payment of Salary Semi-monthly
Peak Period, Relief Assignments
Peace Corps Service
Pension and Retirement Program
credit for service elsewhere
credit for substitute service
Age 55 — service fraction plan
(enacted in 1970 Legislature)
Age 55 — service fraction plan
allowance under
Age 55 — service fraction plan eligibility
Age 55 — service fraction plan rates of contribution
Age 55 — service fraction plan vested retirement rights
average salary — last years
death benefit
“death gamble”
disability retirement, accidental service connected
disability retirement ordinary
improved pension plan

F-50
improved pension plan benefits  
improved pension plan eligibility  
improved pension plan members' contributions  
legislation jointly prepared  
payment of pension deferred
presumptive retirement (death gamble)  
take-home pay increased  
vested retirement rights  
Property — Damage or Loss to Personal  
Property — School or children's Provisions Requiring Legislative Action
Records not Available for In-service Courses  
Re-employment after Resignation
Regularized Licensure  
exemptions  
positions filled by regulars  
regular license only — 9/1/73
Relief Periods  
Resignation — Withdrawal of
Restoration to Service — Salary Step
Retirement Program (See also Pensions)
Review — Substitutes and Probationers
Rotation of Assignments
Sabbatical Leaves and Special Sabbaticals
compensation, general  
compensation, special  
denial of  
effective date 8/1/73
eligibility, general  
eligibility, special  
exceeds allowable number  
length of, general  
length of, special  
probationary period — second license
seniority
Safety Program
Salary Credit  
newly appointed  
regularly appointed  
substitute service — per diem  
substitute service — regular
Salary Differential  
acceptable courses for 60 semester hours
additional compensation — qualifications

certificates  
effective date of
records of in-service courses
regular substitute  
school secretary
Salary Reopener
Salary Schedule  
differential  
effective dates — next step

grievances on
next salary step
re-employment
regular — schedule IIc-2
regular substitute — schedule IIc-2
senior school secretary — schedule IIc-1
Saving Clause

<table>
<thead>
<tr>
<th>PAGE</th>
<th>ITEM</th>
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</thead>
<tbody>
<tr>
<td>F-13</td>
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<td>F-44</td>
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</table>
Scholarship Fund
School day — Length Defined
School Secretary Files
Selective Service Examination
Seniority
  excessing city-wide
  excessing district
  sabbaticals
  transfers
Service Credit
  absence refunds
  bank — reserves
  board of higher education — transfers from
  borrowing additional
  credit while on military duty
  credit while establishing eligibility —
    other license
  credit on resuming service
  due to children’s diseases
  estates
  grievances on
    laboratory tests
    personal business
    physical check-ups
  refunds — regular
  refunds — substitute
  resignation
  retirement
  self-treated — regular
  self-treated — regular substitute
  special grievance procedure
  termination pay
  termination pay to estate
  transfer from Board of Higher Education
  unused days
Special Complaints
  administrative earing
  arbitration — fact-finder
  complaints not covered by grievance
    procedure
  defined
  determination by Board
  filing of
    informal resolution
    joint investigation
  limitations on fact-finder
  priority handling
  representation
  time limits — at each step
Split Assignments
Substitutes
  absence refunds
  central placement (See Central Placement)
  credit — resumption of service
  discharge notice
  per diem — salary credit
  qualifications — differentials
  regular — compensation
  regular salary credit
  salary credit — newly appointed
Summer Service — High Schools
  hours
  compensation
  one per session position
  priority for work opportunity
Take Home Pay Increased (See Pension and Retirement Program)

Termination Pay
Transfer Policy choices consultation — administrative procedure eligible list standing eligibility hardship transfers information to union maternity leave — 2nd consecutive number permitted once exceeded point system precedence over appointment refusal to accept second selection where number permitted exceeded seniority special service school credit time limitation on eligibility transfer list placement vacancy list — 5/15

Trial Examiner Panel

Union Activities Restricted Union Recognition "Urgent Need" — Leaves Denied Vacancies, List of Vacation Pay Credit VISTA Service Welfare Benefits (See Individual Items) Working Conditions (See Table of Contents and Individual Items)
AGREEMENT

between

THE BOARD OF EDUCATION

of the

City School District

of the

City of New York

and

SOCIAL WORKERS
AND PSYCHOLOGISTS CHAPTER

UNITED FEDERATION OF TEACHERS

Local 2, American Federation
of Teachers, AFL-CIO

covering

SOCIAL WORKERS, PSYCHOLOGISTS,
PSYCHOLOGISTS-IN-TRAINING
AND MENTAL HEALTH WORKERS

September 9, 1975-September 9, 1977
TABLE OF CONTENTS

Agreement  ........................................................................................................ G- 1  
Article One — Union Recognition ................................................................. G- 2  
Article Two — Fair Practices ......................................................................... G- 3  
Article Three — Salaries and Benefits of Psychologists and Social Workers  ......................................................................................................................... G- 4  
  A. Salaries and Differentials ........................................................................... G- 4  
    1. Salary Schedules ...................................................................................... G- 4  
    2. Longevity Increments .............................................................................. G- 5  
    3. Eligibility Requirements ......................................................................... G- 5  
    4. Substitute Psychologists and Social Workers ...................................... G- 7  
    5. Salary Re-Opener .................................................................................... G- 7  
  B. Cost-of-Living Adjustment ......................................................................... G- 7  
  C. Salary Credit ................................................................................................ G- 8  
    1. Regular Substitute Service ...................................................................... G- 8  
    2. Per Diem Substitute Service .................................................................. G- 8  
  D. Credit for In-Service Courses .................................................................. G- 9  
  E. Vacation Pay ................................................................................................ G- 9  
    1. Summer Vacation Pay ............................................................................ G- 9  
    2. Vacation Pay Credit and Service Credit ............................................ G-10  
  F. Welfare Benefits .......................................................................................... G-10  
    1. Choice of Health Plans .......................................................................... G-10  
    2. Supplemental Benefits .......................................................................... G-11  
  G. Reimbursement for Medical Expenses .................................................... G-11  
  H. Damage or Destruction of Property ........................................................ G-11  
  I. Semi-Monthly Salary Payment .................................................................. G-12  
  J. Pay Practices ................................................................................................ G-12  
  K. Use of Personal Cars .................................................................................. G-12  
Article Four — Pension and Retirement Program ........................................ G-12  
  A. Pension and Retirement Program Benefits ........................................... G-12  
    1. Last Year's Average Salary ...................................................................... G-12  
    2. New Pension Plan Benefits .................................................................... G-12  
      a. Improved Pension Plan ...................................................................... G-12  
      (1) Retirement Eligibility ....................................................................... G-12  
      (2) Benefits ............................................................................................. G-13  
      (3) Members’ Contributions ................................................................... G-13  
      b. Age 55 Revised Service Fraction Plan ............................................ G-13  
    3. Increased-Take-Home-Pay ..................................................................... G-13  
    4. Vested Retirement Rights ....................................................................... G-14  

G-i
5. Presumptive Retirement (Death Gamble) .... G-14
6. Ordinary Disability Retirement .................. G-14
7. Accidental Disability ................................ G-14
8. Death Benefit ........................................ G-14
B. Annuity Fund ......................................... G-15
C. Support for Program .................................. G-15
D. Board of Education Retirement System ......... G-15

Article Five — Licensure, Assignment
and Appointment ........................................ G-16
A. Regularized Licensure ................................. G-16
B. Assignment During First Fifteen Days ............ G-16
C. Withdrawal of Resignation and Subsequent
   Re-employment ....................................... G-16

Article Six — Hours of Psychologists and
Social Workers .......................................... G-17
A. Schedule of Hours ..................................... G-17
B. Compensatory Time Off ............................... G-17

Article Seven — Assignments and Facilities of
Psychologists and
Social Workers .......................................... G-17
A. Posting Assignments .................................. G-17
B. Vacancies in an Area Center ........................ G-17
C. Research Projects ..................................... G-17
D. Additional Facilities ................................... G-18

Article Eight — Safety ................................... G-18
A. Assistance in Assault Cases ......................... G-18
B. School Safety Plan .................................... G-18

Article Nine — Leaves ................................... G-19
A. Cumulative Absence Reserves and
   Sick Leave ............................................. G-19
B. Sabbatical Leaves ..................................... G-21
C. Leaves of Absence Without Pay .................... G-23
   1. Purposes for Which Granted .................... G-23
   2. Per Diem Service While on Leave .............. G-23
D. Military Service Pay .................................. G-24
   1. Excuse for Selective Service Examination ... G-24
   2. Pay During Military Service ..................... G-24
E. Payment for Jury Duty ................................ G-24
F. Terminal Leave ........................................ G-24
G. Continuity of Service ................................. G-24
Article Ten — Excessing and Layoff

A. Excessing Rules
B. Appointment to New Program, License or Title
C. Layoff

Article Eleven — Transfers

Article Twelve — Union Activities, Privileges and Responsibilities

A. Restriction on Union Activities
B. Time for Chapter Chairman and Center Chairman
C. Exclusive Check-Off
D. Bulletin Boards
E. Area Chapter Meetings
F. Consultation Meetings
G. Information to the Chapter
H. Official Circulars

Article Thirteen — Matters Not Covered

Article Fourteen — Dues Process and Review Procedures

A. Employee Files
B. Summons
C. Notice of Discharge
D. Discontinuance of Probationary Service
E. Suspension
F. Trial Examiner Panel
G. Medical Review Procedures
  1. Requests for Medical Examination
  2. Injury in the Line of Duty
  3. Medical Report and Review

Article Fifteen — Grievance Procedure

A. Definition
B. Adjustment of Grievances
  1. General Procedures
    a. Area Center Level (Step 1)
    b. Bureau Level (Step 2)
    c. Chancellor (Step 3)
  2. Special Procedures for Grievances Relating to Salary and Leave Matters
  3. Priority Handling of Grievances
  4. Initiation or Appeal of Special Types of Grievances or Complaints
5. Appearance and Representation ........................................ G-38
6. Time Limits .................................................................. G-38
C. Arbitration .................................................................... G-39
D. General Provisions as to Grievances
   and Arbitration ............................................................ G-41

Article Sixteen — Special Complaints ................................ G-41
A. Definition ..................................................................... G-41
B. Filing and Priority Handling ......................................... G-41
C. Joint Investigation and Informal Resolution .................... G-41
D. Administrative Hearing and Continued Attempt
   at Informal Resolution .................................................. G-42
E. Decision of the Chancellor ............................................ G-42
F. Fact Finding and Recommendations .............................. G-42
G. Board Consideration .................................................... G-43

Article Seventeen — Conditions and Benefits
   Applicable to
   Mental Health Workers .............................................. G-43
A. Applicable Provisions of Agreement ............................ G-43
B. Coverage by Rules and Regulations ......................... G-43
C. Salary Rates ............................................................... G-43
D. Salary Re-Opener ......................................................... G-44
E. Cost-of-Living Adjustment .......................................... G-44
F. Welfare Fund .............................................................. G-45
G. Personnel Folders ......................................................... G-46
H. Complaint and Grievance Procedures ......................... G-46
   1. Policy ..................................................................... G-46
   2. Informal Complaint Procedure ................................. G-46
   3. Formal Grievance Procedure .................................... G-47
   4. Appeals to the Grievance Panel (Step 4) ..................... G-49

Article Eighteen — Conformity to Law —
   Saving Clause ............................................................. G-50

Article Nineteen — No-Strike Pledge ............................... G-51

Article Twenty — Definitions .......................................... G-51

Article Twenty-One — Notice —
   Legislative Action ..................................................... G-51

Article Twenty-Two — Copy of Agreement ...................... G-51

Article Twenty-Three — Duration ................................... G-52
AGREEMENT

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 SOCIAL WORKERS AND PSYCHOLOGISTS CHAPTER (formerly called Child Guidance Chapter), UNITED FEDERATION OF TEACHERS, LOCAL 2, AMERICAN FEDERATION OF TEACHERS, AFL-CIO (hereinafter referred to as the "Union" or the "Chapter").

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 has voluntarily endorsed the practices and procedures of collective bargaining as a way of conducting their relations with the Board; and

WHEREAS, in a special referendum conducted among the professional educational personnel, over seventy (70) percent of those who participated favored collective bargaining as a way of conducting their relations with the Board; 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 Superintendent of Schools determined that all employees employed by the Board of Education in the titles of School Psychologist and School Social Worker, including regular substitutes but excluding per diem substitutes, constitute a unit appropriate for the purposes of collective bargaining; and

WHEREAS, in a secret ballot election conducted by the American Arbitration Association on April 26, 1963, among the employees in the unit to determine whether or not they wished the Union to represent them in collective bargaining with the Board, the Union received the majority of the valid votes cast, and the Board issued a Certificate of Exclusive Bargaining Status on June 26, 1963; and

WHEREAS, the Public Employment Relations Board, on January 21, 1974, after conducting a secret-ballot election in accordance with the Public Employees Fair Employment
Art. 1

Act, issued a Certification of Representation and Order to Negotiate covering all mental health workers; and

WHEREAS, pursuant to the procedures of the Public Employees Fair Employment Act employees in the title of psychologist-in-training were added to the unit of school psychologists and school social workers; and

WHEREAS, an agreement heretofore entered into by and between the parties expired on September 9, 1978; and

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

ARTICLE ONE
UNION RECOGNITION

The Board recognizes the Union as the exclusive bargaining representative of all those employed in the titles of School Psychologist and School Social Worker and Psychologist-in-Training including regular substitutes but excluding per diem substitutes and of all mental health workers, excluding supervisors, employed by the Board. Mental health workers in the unit are hereinafter referred to as "mental health workers" or "employees." School Psychologists and School Social Workers and Psychologists-in-Training in the unit are hereinafter referred to as "psychologists and social workers" 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 bargaining unit where they have a community of interest, 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 an existing bargaining unit as a result of the Board's redesignation of the title or category of employees in the unit.

It is understood that all collective bargaining is to be conducted at Board headquarters level. There shall be no negotiation with the Union at any other level.
Nothing contained herein shall be construed to prevent any Board official from meeting with any employee organization representing psychologists and social workers 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 Chapter shall be informed of the meeting and, as to those matters, any changes or modifications shall be made only through negotiation with the Chapter.

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

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

ARTICLE TWO
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.

The Board agrees that it will not require any employee to complete an oath or affirmation of loyalty unless such requirement is established by law.

The Board of Education agrees that, as a result of the strike and its related activities, it will not dismiss, demote, discipline, or otherwise act against any staff member because of his or her participation in said strike or related activities. Specifically excluded from the foregoing are any and all provisions of the Taylor Law (New York Civil Service Law, Section 200 et seq.), none of which are waived hereby.

Any records of court proceedings or other memoranda

G-3
related to job action or strike shall not be put in a staff member's permanent file, except as required by law.

ARTICLE THREE
SALARIES AND BENEFITS OF PSYCHOLOGISTS AND SOCIAL WORKERS

A. Salaries and Differentials

The salaries and differentials of psychologists and social workers covered by this agreement, and the eligibility requirements therefor, shall be as follows:

1. Salary Schedules

The following salary schedules shall apply to those employed in the following titles:
School Psychologist
School Social Worker

<table>
<thead>
<tr>
<th>Salary Step</th>
<th>Schedules V1f and V1k</th>
<th>Schedules V1f2 and V1k2</th>
<th>Schedules V1f3 and V1k3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1A</td>
<td>$12,262</td>
<td>$14,112</td>
<td>$14,612</td>
</tr>
<tr>
<td>1B</td>
<td>13,092</td>
<td>14,942</td>
<td>15,442</td>
</tr>
<tr>
<td>2A</td>
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<td>15,467</td>
<td>15,967</td>
</tr>
<tr>
<td>2B</td>
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<td>16,497</td>
</tr>
<tr>
<td>3A</td>
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<td>16,527</td>
<td>17,027</td>
</tr>
<tr>
<td>3B</td>
<td>15,207</td>
<td>17,057</td>
<td>17,557</td>
</tr>
<tr>
<td>4A</td>
<td>15,732</td>
<td>17,582</td>
<td>18,082</td>
</tr>
<tr>
<td>4B</td>
<td>16,252</td>
<td>18,102</td>
<td>18,602</td>
</tr>
<tr>
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<td>18,632</td>
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<tr>
<td>5B</td>
<td>17,332</td>
<td>19,182</td>
<td>19,682</td>
</tr>
<tr>
<td>6A</td>
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<tr>
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<td>20,277</td>
<td>20,777</td>
</tr>
<tr>
<td>7A</td>
<td>18,952</td>
<td>20,802</td>
<td>21,302</td>
</tr>
<tr>
<td>7B</td>
<td>19,627</td>
<td>21,477</td>
<td>21,977</td>
</tr>
</tbody>
</table>

All regularly appointed psychologists and social workers will advance to the next step in the salary schedule on the anniversary date of their appointment and on March 1 of each year until they have advanced to the last step of the salary schedule.

Psychologist-in-Training
First year of service...................................................... $10,026
Second year of service..................................................... $10,526

G-4
2. Longevity Increments

Effective October 1, 1975 or on such October 1 thereafter as the requirements shall be met, additional compensation shall be paid to those employees eligible therefor pursuant to the conditions and at the rates set forth below. Such additional compensation shall be known as the "longevity increment" and the gross annual salary rates of employees to whom said longevity increment is payable shall be computed by adding the sum provided per annum to the rates ascertained without consideration of said longevity increment. Longevity increments shall be payable as follows:

a. Appointed psychologists and social workers with ten years of pedagogical service but less than 15 years in the New York City public school system as of October 1, 1975 or any subsequent October 1 shall have their gross annual salary rates computed by adding the sum of $750.00 per annum to the rates ascertained without consideration of such longevity increment.

b. Appointed psychologists and social workers with 15 years of pedagogical service or more in the New York City public school system as of October 1, 1975 or any subsequent October 1 shall have their gross annual salary rates computed by adding the sum of $1500.00 per annum (inclusive of the longevity increment provided in paragraph a above) to the rates ascertained without consideration of such longevity increment.

3. Eligibility Requirements

a. In any and all schedules herein set forth, advancement by increments to salary steps shall be conditioned upon regulations adopted by the Board of Education upon the recommendation of the Chancellor.

b. Rates under Schedules VIf and VIk shall be paid to all employees who do not meet the requirements for Schedules VIf2 and VIk2 or VIf3 and VIk3 as hereinafter set forth.

c. (1) Commencing September 1, 1969, eligibility for a differential (Schedules VIf2 and VIk2) shall be acquired by a psychologist or social worker who

(a) holds an approved master's degree issued by a recognized college or university and who, after having earned the baccalaureate, has satisfactorily completed thirty (30) semester hours of approved credits in college or university study; or

(b) holds an approved sixty (60) credit master's degree issued by a recognized college or university;

Provided, however, that a psychologist or social worker
regularly employed by the Board of Education on June 30, 1967, who had satisfied the conditions of eligibility then existing or who satisfies those conditions not later than June 30, 1970, shall not be affected by this alteration of the conditions of entitlement.

(2) Rates under Schedules VIlf2 and VIk2 shall be paid to an employee who was regularly employed on June 30, 1967, and who qualifies for a salary differential not later than June 30, 1970, by reason of (a) having completed sixty (60) semester hours of approved study beyond the baccalaureate degree, or (b) having completed sixty (60) semester hours of approved study beyond such courses offered for and accepted by the Board of Examiners as the equivalent of a baccalaureate degree for eligibility for the license under which the employee is serving at the time of filing application for salary differential. All college credits creditable toward college work in excess of the number required for the baccalaureate, whether earned before or after graduation, shall be applicable for purposes of this differential.

d. Effective July 1, 1964, or on such date thereafter as the requirements shall be met, an employee shall be paid an additional salary differential by reason of having earned an approved doctorate issued by a recognized college or university, with specialization in the field of psychology or in social work. Such differential is included in the rates under Schedules VIlf3 and VIk3.

For purposes of such differential, the field of psychology includes and is limited to:
- Psychology
- Child Psychology
- Clinical Psychology
- Developmental Psychology
- Educational Psychology
- Personality and Social Psychology
- School Psychology
- Social Psychology

The doctorate in social work must be from an approved school of social work.

e. When the payment of a salary differential is based upon the completion of additional approved study, qualification for the differential and the effective date thereof shall be evidenced by a certificate issued by the Chancellor in accordance with appropriate regulations approved by the Board of Education.
4. Substitute Psychologists and Social Workers

Persons licensed and employed as regular substitute school psychologists or regular substitute school social workers shall be paid as follows:

a. Regular substitute school psychologists and school social workers, when assigned as such, shall be compensated at the first salary step in Schedule VIlf and VIk or VIlf2 and VIk2, or VIlf3 and VIk3 or at such salary step and rate as may be payable pursuant to a certificate of salary fixation issued by the Chancellor in accordance with appropriate regulations. Regular substitute psychologists and social workers will advance to the next step in the salary schedule upon completion of each full year of regular substitute service and on March 1 of each such year but not beyond step 4A of the salary schedule.

b. Regular substitute psychologists and social workers may qualify for the salary differentials payable under Schedules VIlf2 and VIk2, and VIlf3 and VIk3, by meeting the appropriate eligibility requirements set forth in paragraph 2, above, subject to the limitation that such substitutes may not be advanced beyond the salary step 4A.

5. Salary Re-Opener

On or before July 1, 1976, the Union may notify the Board that it desires to reopen the agreement for purposes of negotiating and reaching agreement on adjustments in salary and differentials. The parties shall commence negotiations at the earliest convenient date thereafter. In the event they are unable to reach agreement relative to salaries and differentials for the 1976-77 contract year on or before 12:01 a.m. September 9, 1976, the dispute shall be submitted to final and binding arbitration. A Panel of Arbitration shall be established of three arbitrators, one selected by the Board, one by the Union, and the third selected by the other two from a panel submitted by the American Arbitration Association. Any changes or adjustments resulting from agreement between the parties or the Award of the Panel of Arbitration shall be effective 12:01 a.m., September 9, 1976 unless specifically provided otherwise.

Should the Union not give notice to the Board of a desire to reopen, as set forth hereinabove, then the agreement shall be renewed without change for the 1976-77 contract year.

B. Cost-of-Living Adjustment

1. If the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers, New York, New York-
Northeastern New Jersey (Base Year 1967 equals 100) when published by the Bureau of Labor Statistics, U.S. Department of Labor, for June 1975 exceeds the Index for September 1974, the Board shall pay effective December 1, 1975, to all psychologists and social workers in active service with one year or more of continuous service a cost-of-living adjustment (COLA) in the amount of twenty-one dollars ($21) times each full four-tenths (0.4) of a point increase in such Index, but such cost-of-living adjustment shall not exceed $300.

2. If the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers, New York, New York-Northeastern New Jersey (Base Year 1967 equals 100) when published by the Bureau of Labor Statistics, U.S. Department of Labor, for June 1976 exceeds the Index for September 1975, the Board shall pay effective December 1, 1976 to all psychologists and social workers in active service with one year or more of continuous service a cost-of-living adjustment (COLA) in the amount of twenty-one dollars ($21) times each full four-tenths (0.4) of a point increase in such Index.

3. Any such cost-of-living adjustment shall not become part of the basic annual salary rates for any employee receiving same.

4. Continuity of service for purposes of this provision shall not be deemed to be interrupted by absence determined to be due to illness, accident, injury suffered in line of duty, or for approved leave without pay or layoff not exceeding three months.

C. Salary Credit

1. Regular Substitute Service

An appointee as a regular psychologist or social worker who has performed prior satisfactory service as a regular substitute psychologist or social worker for a period of one (1) or more terms during the ten (10) year period preceding his appointment shall be placed in the appropriate salary schedule as though all such regular substitute service had been performed in the capacity of a regular psychologist or social worker; and such appointee shall be given salary credit for each term of such regular substitute service preceding appointment.

2. Per Diem Substitute Service

An appointee as a regular psychologist or social worker shall be granted one (1) year of salary credit for each 175 days of prior satisfactory service as a substitute psychologist or social worker or teacher in the day public schools of the
City of New York, provided that such substitute service was performed during the period of five (5) years immediately prior to appointment.

An appointee as a regular psychologist or social worker who has had 95 or more days of such substitute service, but less than 175 days, or who has 95 or more days in excess of 175 days or multiple thereof, shall receive one (1) term of salary credit.

An appointee as a regular psychologist or social worker who has had three (3) years or more of such substitute service during the period of five (5) years immediately prior to appointment shall receive salary credit, similarly computed, for substitute service rendered during the period of ten (10) years immediately prior to appointment.

Newly-appointed persons shall enter at a salary step not higher than step 6A and shall receive salary credit for each term up to twenty (20) of prior regular substitute service and prior per diem substitute service.

D. Credit for In-Service Courses

Where records of in-service courses needed to establish eligibility for salary differential are not available, an affidavit by the employee-applicant for salary differential shall be accepted by the Board in lieu of other evidence of course completion, provided that such affidavit includes the following:

1. approximate date of completion of the course;
2. such description of the course as the applicant can furnish;
3. a statement that the employee-applicant received a salary increment during the year that he completed the course and that such increment was granted upon submission of evidence of completion of the course;
4. a statement that the employee-applicant did not during the year in question qualify for salary increment on any basis other than completion of the in-service course.

E. Vacation Pay

1. Summer Vacation Pay

Effective September 9, 1975, summer vacation pay shall be pro-rated for the school year in which employees are appointed and for the school year in which their service ceases on the following basis: Employees who are appointed after the start of the school year and employees who are terminated, laid off, resign or retire on/or before the end of the school year shall receive vacation pay for the summer following their appointment or cessation of service as follows:
Art. 3 E 2

One-tenth of the amount of the vacation pay which would be payable for a full school year's service shall be paid for each month of service or major fraction thereof during the school year in which they are appointed or cease service except that service of less than a major fraction during the first month of appointment shall be credited for summer vacation pay. The pro-rating of summer vacation pay for the year in which employees are appointed and for the year in which their service ceases in accordance with this provision shall not diminish the employee's entitlement to any other benefit including health insurance and welfare coverage he would have received under the prior method of payment.

An employee who serves as a regular or per diem substitute and is appointed after the beginning of the school year shall be entitled to the additional vacation pay of a regular or per diem substitute for the year in which he is appointed on the basis of his substitute service prior to his appointment.

2. Vacation Pay Credit and Service Credit

a. The estate of an employee who dies during the school year shall receive a pro rata amount, based on the length of his employment during the school year, of the vacation pay he would have received had he been employed during the entire school year. This section shall not apply to those employees who are presumed to have retired on the day immediately preceding their death pursuant to Section B 20-410 of the Administrative Code of the City of New York, as amended.

b. A regularly appointed employee who has rendered actual service during any school year covered in part by leave of absence for maternity and child care shall be given credit for salary increment purposes for any pro rata vacation pay received for such service.

F. Welfare Benefits

1. Choice of Health Plans

The Board agrees to arrange for, and make available to each employee, a choice of health and hospital insurance coverage from among designated plans and the Board agrees to pay the full cost of such coverage.

Effective September 9, 1975 regularly appointed employees who are laid off and who are covered by a health and hospital insurance plan at the time they are laid off shall continue to be so covered for ninety days from the day on which they are laid off, and the Board will pay the full cost of such coverage. For purposes of implementing this provision
employees who were laid off between September 1, 1975 and September 9, 1975 shall be deemed to have been laid off on September 9, 1975 and their coverage shall be continuous from that date.

2. Supplemental Benefits

Effective September 9, 1975 until October 1, 1975 the Board will provide funds at the rate of $370.00 per year on a pro-rata basis per month on behalf of each employee, for the purpose of making available for each employee supplemental welfare benefits and for the purpose of making available college scholarships for children from low income families graduating from the city's public high schools under a plan to be devised and established jointly by representatives of the Union and of the Board.

Effective October 1, 1975 the Board will provide for such purpose further additional funds at the rate of $50.00 per year per employee, for a total of $420.00 per year.

Effective October 1, 1976 the Board will provide for such purpose further additional funds at the rate of $50.00 per year per employee, for a total of $470.00 per year.

Effective September 9, 1975 the Board will continue to make payments for supplemental benefits at the rates per year set forth herein on a pro-rata basis per month for ninety days from the day of layoff on behalf of each regularly appointed employee who is laid off.

G. Reimbursement for Medical Expenses

Employees shall be reimbursed by the Board for reasonable medical expenses, not exceeding $750, incurred because of injuries in the line of duty, to the extent that such expenses are not covered by insurance.

H. Damage or Destruction of Property

1. Employees shall not be held responsible for loss within a school, area center or clinic 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 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, Bureau of Child Guidance area center, or clinic, of personal property of a kind normally worn to or brought into a school, area center or clinic, 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.

I. Semi-Monthly Salary Payment
   Salary payment will be made on a semi-monthly basis.

J. Pay Practices
   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.

K. Use of Personal Cars
   Psychologists and social workers, except those who work primarily in mid-town Manhattan, if given authority to use their personal cars on official business in accordance with criteria, procedures and other requirements of generally applicable rules and regulations issued by the Chancellor shall be reimbursed at the rate of $0.14 per mile.
   It is understood that this provision is subject to the continuing budgetary authority of the Board to permit use of personal cars on official business.

ARTICLE FOUR
PENSION AND RETIREMENT PROGRAM

A. Pension and Retirement Program Benefits
   As provided in legislation, jointly sponsored by the Board and the Union, which was enacted in the 1970 session of the New York State Legislature, the benefits of the Pension and Retirement Program, limited to employees of the New York City Board of Education who are contributors to the New York City Teachers' Retirement System and who are in the collective bargaining unit for which this collective bargaining contract is entered into and signed by the New York City Board of Education and the United Federation of Teachers, are:

   1. Last Year's Average Salary
      Retirement benefits are based on the last year's salary.

   2. New Pension Plan Benefits
      a. Improved Pension Plan
         (1) Retirement Eligibility
            A member may retire on completion of a minimum of 20 years of City service, benefit payments to be deferred until the date on which he would have completed 25 years of ser-
vice if he had remained in the employ of the Board of Education but not earlier than his attainment of age 55.

(2) Benefits

For the first 20 years of City service, a retirement allowance equal to ½ of final year's salary, which will include an annuity based on the member's accumulated contributions, a pension for ITHP and a City pension which provides the balance of the retirement allowance (½ final year's salary).

For each year of total service in excess of the required 20 years, an additional allowance consisting of, (a) a pension based on 1.2% of final year's salary for each year of such additional service prior to July 1, 1970, and 1.7% of final year's salary for each such additional year of service subsequent to June 30, 1970; (b) an annuity based on contributions in excess of those required during the 20 year period prior to eligibility for retirement; and (c) a pension based on ITHP accumulated subsequent to the member's 20th year of service.

(3) Members’ Contributions

Members shall contribute at a rate calculated to provide an annuity equal to ¼th of the retirement allowance at the completion of 20 years of service and shall not be required to contribute thereafter. For members of the system on the effective date of this legislation, contribution rates shall be based on an equated age at time of entry and computed as though this plan had always been in effect.

b. Age 55 Revised Service Fraction Plan

(1) Members who do not elect "Improved Pension Plan" may retire at age 55 regardless of years of service. Benefit payments become payable immediately upon retirement.

(2) A retirement allowance consisting of an annuity based on the member's accumulated deductions at time of retirement, an ITHP pension based on the ITHP accumulations at the time of retirement and a pension based on 1.2% of the final year's salary for each year of service rendered prior to July 1, 1970, and 1.53% of final year's salary for each year of service rendered subsequent to June 30, 1970.

(3) Rates of contribution shall be the same as would be required under the existing 1% — age 55, 25 years of service retirement plan.

3. Increased-Take-Home-Pay

Beginning July 1, 1970, the Increased-Take-Home-Pay contributions shall be fixed at 5%.
4. Vested Retirement Rights

Members of the Age 55 Revised Service Fraction Plan shall be eligible for deferred benefits after 15 years of accredited service, five of which must immediately precede discontinuance of service.

The deferred retirement which vests immediately upon resignation shall become payable at age 55, providing the member has not withdrawn his accumulated contribution. At the time the deferred retirement allowance becomes payable, the member shall receive a retirement allowance consisting of (a) an annuity based on the member's accumulated deductions at time of retirement; (b) ITHP pension based on ITHP accumulations at retirement, and (c) a pension based on 1.2% of last year's salary for each year of service prior to July 1, 1970, and 1.53% of final year's salary for each year of service rendered subsequent to June 30, 1970.

5. Presumptive Retirement (Death Gamble)

The existing provisions of the Death Gamble Law will be applicable to members who die in service after having become eligible for service retirement under the plan elected by the member, if greater than the ordinary death benefit.

6. Ordinary Disability Retirement

Any member who becomes disabled on completion of at least 10 years of City service will be eligible for a disability retirement. On retirement for disability he will be entitled to (a) a pension of 1.2% of final year's salary for service accredited prior to July 1, 1970 and 1.53% of final year's salary for each year of service accredited subsequent to June 30, 1970, (b) an annuity based on the member's accumulated deductions at retirement, and (c) a pension for Increased-Take-Home-Pay based on the member's Increased-Take-Home-Pay accumulations at retirement.

7. Accidental Disability

Members who incur a service connected disability shall be eligible to retire for accidental disability retirement regardless of service. The member shall be entitled to (a) a pension equal to ¾ths of the final 5 year average salary, (b) an annuity based on the member's accumulated deductions at retirement, and (c) a pension for Increased-Take-Home-Pay based on the member's ITHP accumulations at retirement.

8. Death Benefit

A person who dies before becoming eligible for retirement is entitled to the following benefits:
a. A member with less than 10 years of City service: a benefit equal to (a) an amount equal to salary for six month period immediately preceding death, (b) his accumulated deductions and (c) his reserve for ITHP.

b. A member with at least 10 but less than 20 years of City service: a benefit equal to (a) an amount equal to his salary for the 12 month period immediately preceding death, (b) his accumulated deductions and (c) his reserve for ITHP.

c. A member with 20 years or more of City service: a benefit equal to (a) an amount equal to twice his final year's salary, (b) his accumulated deductions and (c) his reserve for ITHP.

9. Cost-of-Living Legislation

The Board and the Union will support legislation to provide a cost-of-living adjustment to all present pre-July 1, 1970 retirees based on the 1974 Consumer Price Index.

B. Annuity Fund

The Board shall contribute at the rate of $400 per year to the Teachers' Retirement System to be credited monthly to the annuity account of each employee who is at the maximum step of his salary schedule.

The Board will seek such legislation as may be necessary to provide for these annuity contributions. In the event that necessary enabling legislation is not enacted, the Board will pay monthly to each employee covered in the preceding paragraph at the rate specified above.

C. Support for Program

With respect to pensions and retirement, the Board hereby affirms its support of the following program:

1. One year of pension credit shall be granted for each 180 days of substitute service.

2. Employees shall be entitled to credit for all teaching service in New York City or elsewhere rendered before entry into the Teachers' Retirement System of the City of New York and for such non-teaching service as may be acceptable for credit under the Teachers' Retirement System.

3. The Teachers' Retirement Board should be adequately staffed to provide prompt and efficient service.

4. The Board agrees to support legislation to provide that psychologists and social workers shall have the right to purchase pension credit for prior service as a psychologist or social worker in a public institution.

D. Board of Education Retirement System

For members of the Board of Education Retirement
System, the Board agrees to provide, effective Sept. 8, 1969, the same pension benefits as were heretofore approved by the Board of Education for other members of the Board of Education Retirement

ARTICLE FIVE
LICENSURE, ASSIGNMENT AND APPOINTMENT

A. Regularized Licensure

The Board of Education shall provide for the regular licensure of psychologist and social worker personnel consistent with the needs of the instructional program and subject to applicable law and the by-laws of the Board of Education. The Board will take the following actions.

The Board will establish as soon as possible but no later than September 1, 1973, regular licenses which will be valid for service as a psychologist or a social worker under regular appointment, or for day to day per diem service, or for full-term assignment, or for other service as a psychologist or a social worker, including bi-lingual service. All positions will be filled by persons holding such regular licenses except under the following circumstances:

1. Where a position must be filled to provide the services of a psychologist or a social worker for which no person holding such regular license is immediately available after all efforts have been made to fill the position by a person holding such regular license;

2. Where the kind of psychologist or social worker work is not normally performed in the public schools and is temporary in nature.

B. Assignment During First Fifteen Days

An employee who is assigned during the first fifteen (15) days of the school term to a position which is expected to be vacant for that term shall serve under the terms and conditions of this agreement which would be applicable if a regular substitute employee were serving in that position.

C. Withdrawal of Resignation and Subsequent Re-employment

1. Requests for withdrawal of resignation on the part of employees who attained permanent tenure prior to their resignation shall be effectuated, subject only to medical examination and the approval of the Chancellor, provided that application for such withdrawal of resignation is made on or before the opening of school in September next following five
years after the effective date of resignation. In all other cases of withdrawal of resignation, the requirements of Section 255 of the Board of Education by-laws shall continue in effect.

2. Employees who resign and subsequently are re-employed following the effectuation of their request to withdraw resignation shall be placed in the salary step at which they were at the time of resignation and shall be given the sick leave "bank" and sabbatical leave rights which they held at the time of resignation.

ARTICLE SIX
HOURS OF PSYCHOLOGISTS AND SOCIAL WORKERS

A. Schedule of Hours

The daily schedule of hours for psychologists and social workers shall be from 8:30 a.m. to 4:00 p.m., consistent with the requirements of Board of Education by-laws, including a lunch period of fifty (50) minutes.

B. Compensatory Time Off

Employees giving in-service courses approved by the Bureau of Child Guidance shall be given equivalent compensatory time off.

ARTICLE SEVEN
ASSIGNMENTS AND FACILITIES OF PSYCHOLOGISTS AND SOCIAL WORKERS

A. Posting Assignments

A copy of current social worker and psychologist assignments will be posted in each area center.

B. Vacancies in an Area Center

1. Vacancies occurring within an area center shall be filled by employees assigned to the area center on the basis of seniority, where qualifications are equal.

2. Vacancies in assignments of psychologists and social workers within an area center occurring throughout the year will be filled on a temporary basis subject to being filled at the beginning of the next school term, or at the next reorganization where there is annual organization, as provided in paragraph 1 above.

C. Research Projects

The Board agrees that a psychologist or social worker will not be required to participate as a subject in a research
project without prior consultation with the Chapter.

D. Additional Facilities

1. Adequate supplies will be made available in washrooms in Bureau of Child Guidance area centers.

2. In Bureau of Child Guidance area centers located in school buildings, a vending machine for beverages shall be installed at the request of the particular center staff.

3. The Board shall issue parking display cards to identify automobiles of employees who visit several schools, area centers or clinics during the course of their work.

ARTICLE EIGHT

SAFETY

A. Assistance in Assault Cases

1. Supervisors shall report as soon as possible but within 24 hours to the Law Office and to the Chief Administrator of School Safety that an assault upon an employee has been reported to him. The supervisor shall investigate and file a complete report as soon as possible to the Law Office and to the Chief Administrator of School Safety. The full report shall be signed by the employee to acknowledge that he has seen the report and he may append a statement to such report.

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 as follows: by obtaining from police and from the supervisor relevant information concerning the culprits; by accompanying the employee in court appearances; and by acting in other appropriate ways as liaison between employee, police and the courts.

This assistance is intended solely to apply to the criminal aspect of any case arising from such assault.

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

5. An assaulted employee who presses charges against his assailant shall have his days of court appearance designated as non-attendance days with pay.

B. School Safety Plan

While working in a school, employees will be covered by the safety plan developed for the school and by the appeal procedures thereunder, as provided in Article Ten of the day
school teachers agreement, which is as follows:

The principal is charged with the responsibility of maintaining security and safety in the school. To meet this responsibility, he shall develop, in consultation with the Union chapter committee and the parents association of the school, a comprehensive safety plan, subject to the approval of the Chief Administrator of School Safety.

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

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

If the teacher is not satisfied with the decision of the principal, he 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 decision in writing to the teacher within 24 hours after receiving the appeal.

If the teacher is not satisfied with the decision of the community superintendent or assistant superintendent, he 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 decision in writing to the teacher 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 a substantial number of teachers have a complaint the chapter committee, upon their request, may initiate the complaint in their behalf.

Where all teachers in the school are affected, the chapter committee may initiate a complaint on behalf of all teachers.

ARTICLE NINE
LEAVES

A. Cumulative Absence Reserves and Sick Leave

1. Employees on regular appointment reinstated after retirement will be credited with the cumulative reserves remaining to their credit upon retirement and such reserves as they accumulated as regular substitutes.

2. Employees on regular appointment who resign or retire
Art. 9 A 3

will be credited upon resuming service as regular substitute teachers with 120/200 of the unused cumulative reserves remaining to their credit upon resignation or retirement.

3. Employees on regular appointment who have accepted regular substitute psychologist or social worker positions in order to establish eligibility for the regular psychologist or social worker license, and who have cumulative reserves as a result of prior Board service, will be credited with such reserves during their period of substitute service.

4. Employees on regular appointment called to military duty will be credited upon their return with the same sick leave allowance for the period of their military service as they would have been entitled to in Board service.

5. Employees on regular appointment whose licenses are terminated will be credited with 120/200 of their unused cumulative reserves if they then serve as regular substitutes, or, if appointed anew, with their unused cumulative reserves.

6. Employees of the Board of Higher Education who transfer to the Board shall have their cumulative reserves transferred and credited to them, but not in excess of the maximum number of days creditable in this system.

7. Unused sick leave accumulated as a per diem substitute or as a paraprofessional shall be transferable to the employee's "bank" as a regular substitute or appointed psychologist or social worker.

8. An employee on regular appointment who has exhausted his cumulative sick leave may borrow up to 20 days of additional sick leave.

9. Sick leave privileges shall extend to the taking of annual physical checkups or the taking of annual laboratory tests. Such absences shall be limited to one day in each school year.

10. Employees on regular appointment shall be granted absence refunds for illness on application, without a statement from a physician, for a total of no more than 10 days in any school year. Employees will be allowed to use three of such 10 days of sick leave for personal business provided that reasonable advance notice is given to the head of the school. Days off for personal business are intended to be used only for personal business which cannot be conducted on other than a school day and during other than school hours.

11. Regular substitute employees shall be granted absence refunds for illness on application, without a statement from a physician, for no more than five days in one school term. However, regular substitute employees who serve two terms in one school year shall be granted a total of no more than 10 such absence refunds during the two terms,
three of which may be used for personal business provided that reasonable advance notice is given to the head of the school. Days off for personal business are intended to be used only for personal business which cannot be conducted on other than a school day and during other than school hours.

12. Employees serving in schools shall not suffer loss of sick bank 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).

13. Employees who are absent due to allergic or positive reaction from a skin test shall not suffer loss of sick bank days.

14. Employees who resign or retire shall, upon application, receive termination pay on the basis of one half of the unused sick leave accumulated as a regularly-appointed or regular substitute employee after September, 1967. If the resignation or retirement becomes effective at any time other than the end of a school year, sick leave for the period of service during that school year shall be paid at the rate of one day for each two full months of service.

15. The estate of an employee who dies during the term of this contract shall receive termination pay calculated on the same basis. This paragraph shall not apply to those employees who are presumed to have retired on the day immediately preceding their death pursuant to Section B 20-410 of the Administrative Code of the City of New York, as amended.

16. Absence for illness after September 1, 1967, will be charged on a day-for-day basis to any unused sick leave accumulated prior to September 1, 1967.

17. Absence immediately prior to resignation shall be paid on the same basis as termination pay.

B. Sabbatical Leaves

1. Employees on regular appointment will be eligible for a sabbatical leave after each 14 years of service. The first 14 years of service may include a maximum of three years of substitute service for which salary credit was granted, except in the case of a sabbatical leave for rest.

2. Employees on regular appointment who have less than 14 years of service will be eligible only for a "special sabbatical leave for restoration of health" after seven years of service on regular appointment, with the approval of the school medical director.

3. A sabbatical leave shall be for a period of one year,
beginning on August 1 and ending on July 31 of the following year.

4. A "special sabbatical leave for restoration of health" (as defined in paragraph 2 above) shall be for a period of six months, beginning on August 1 and ending on January 31 of the following year or beginning on February 1 and ending on July 31 of the same year.

5. Effective August 1, 1973, employees on sabbatical leave of absence shall receive compensation at the rate of seventy (70) percent of the employee’s regular salary. The sabbatical leave pay of employees who receive a bonus shall be based upon their annual salary and the amount of the annual bonus received. The sabbatical leave pay of employees who receive a license salary differential shall be based upon their annual salary and the amount of the license differential.

6. Employees on "special sabbatical leave for restoration of health" (as defined in paragraph 2 above) shall receive compensation at the rate of sixty (60) percent of their regular salary during such leave. The pay for the "special sabbatical leave for restoration of health" (as defined in paragraph 2 above) of employees who receive a bonus shall be based upon their annual salary and the amount of the annual bonus received. The pay for the "special sabbatical leave for restoration of health" of employees who receive a license salary differential shall be based upon their annual salary and the amount of the license differential.

7. Employees serving a probationary period in the psychologist or social worker license as a second license shall be permitted to take a sabbatical leave of absence or a "special sabbatical leave for restoration of health" (as defined in paragraph 2 above) during such period if they are otherwise eligible; however, there shall be no reduction, by reason of such leave, of the total probationary period which they are required to serve.

8. An application for a sabbatical leave of absence or for a "special sabbatical leave for restoration of health" (as defined in paragraph 2 above) will not be denied to an eligible employee unless the leave would be contrary to applicable regulations. When the number of eligible applicants in any school or organizational unit exceeds the number of sabbatical leaves and "special sabbatical leaves for restoration of health" (as defined in paragraph 2 above) permissible under applicable regulations, applications shall be granted in the school or organizational unit in order of the citywide seniority of the applicants. For this purpose, in the case of applications for sabbatical leave seniority shall be deter-
mined by the number of years of service usable for eligibility for sabbatical leave, minus the years required for each sabbatical leave or "special sabbatical leave for restoration of health" (as defined in paragraph 2 above) already taken.

9. Upon return from a sabbatical leave or "special sabbatical leave for restoration of health," employees shall be permitted to return to the area center in which they have been assigned. In the event that excessing is made necessary, employees on a sabbatical leave of absence shall be subject to the excessing regulation then in effect.

10. The parties agree to gradually phase out sabbatical leaves for rest by reducing the number of such leaves granted by 100 leaves each year. To implement this provision the number of sabbatical leaves for rest granted in August, 1976 shall be 100 fewer than the number of such leaves granted August, 1975.

11. A joint union-board committee shall be established to study the purposes for which sabbatical leaves are used, and to recommend ways in which the parties may achieve the following agreed-on objectives:
   a. Use of sabbaticals for study or travel;
   b. Provision for appropriate health sabbaticals or health leaves for less than half a year.

C. Leaves of Absence Without Pay

1. Purposes for Which Granted
Leaves of absence without pay shall be granted upon application for the following purposes:
   a. Study related to the employee's license field;
   b. Study to meet eligibility requirements for a license other than that held by the employee;
   c. Acceptance of a teaching position in a foreign country for one year, with such leave renewable for an additional year. Such teaching position shall be sponsored or approved by the government of the United States.

The Board will recommend to the Teachers' Retirement Board the granting of retirement credit for the duration of the aforesaid leaves.

"Urgent needs" of the Bureau of Child Guidance may be asserted by the Board as justifying a temporary denial of any application for leave without pay.

2. Per Diem Service While on Leave
Employees on maternity leave and employees on leave of absence without pay for study and related professional experience shall be permitted to perform per diem service.
D. Military Service Pay

1. Excuse for Selective Service Examination

Employees called for selective service physical examination shall be excused without loss of pay for such purpose.

2. Pay During Military Service

Employees on regular appointment who enter the military service shall be on leave of absence with pay during the first 30 days of such service unless the Board is otherwise required to make payment of salary during such military service.

E. Payment for Jury Duty

Employees who are required to serve on jury duty will receive full salary during the period of such service, subject to their prompt remittance to the Board of an amount equal to the compensation paid to them for such jury duty.

F. Terminal Leave

Terminal leave with pay shall be allowed to those psychologists and social workers who are about to retire who are members of the Board of Education Retirement System. Such terminal leave shall be allowed as follows:

1. In the case of employees with 10 or more years of service, it shall be in an amount equivalent to the amount of sick leave balance to the employee’s credit, with the following exceptions:

   (a) The maximum allowable terminal leave shall not exceed one month for every 10 years of service, pro-rated at the rate of three calendar days per year, or major fraction thereof;

   (b) The minimum allowable terminal leave shall be one month.

2. In the case of an employee with less than 10 years of service, it shall be in the amount of three calendar days per year of service or major fraction thereof, without regard to sick leave balance.

G. Continuity of Service

In determining length of service for any purpose of this agreement, continuity of service shall not be deemed to be interrupted by absence determined to be due to illness, accident or injury suffered in the line of duty or by time spent in military service, the Peace Corps or VISTA, or by layoff or leave without pay of one year or less. Psychologists and social workers on layoff or leave without pay for one year up to four years shall regain the seniority they had at the commencement of their leave after they serve for one school year
following their return.

ARTICLE TEN
EXCESSING AND LAYOFF

A. Excessing Rules

The following excessing rules shall be adhered to:

Rule 1. Within the school, district, bureau or other
organizational unit, the employee with the latest date of ap­
pointment within license will be the first to be excessed, ir­
respective of probationary or permanent status.

Rule 2. In determining the date of appointment of an
employee all prior continuous regular substitute service in
license as a psychologist or social worker under present
regular appointment, regardless of school, district, bureau,
or other organizational unit, where such service was per­
formed, is to be credited for the purposes of excessing.

Rule 3. All leave-of-absence time for which salary credit is
granted will not affect the earliest date of appointment for
purposes of excessing. All other leave-of-absence time
without pay or time lost because of resignation and subse­
quent reappointment will affect the earliest date of appoint­
ment.

Rule 4. Employees having the same date of appointment
from the same eligible list are to be listed for excessing in ac­
cordance with their relative standing on such eligible list. Employees having the same date of appointment from dif­
ferent eligible lists are to be listed for excessing on the basis
of the comparative dates of promulgation of their respective
eligible list, with the employee on the latest list being the first
to be excessed.

Rule 5. In a bureau or organizational unit within a bureau
under the jurisdiction of the central Board, employees in ex­
cess in an area center or central office must be placed in ap­
propriate vacancies within the jurisdiction of the central of­
fice.

Rule 6. To minimize movement of personnel, excessed
employees shall be assigned within the bureau to appropriate
openings or vacancies. If there are no openings or vacancies
in the bureau the employee with the latest date of appoint­
ment in license shall be the first to be excessed from the bureau.

Rule 7. The central Board has the responsibility for plac­
ing employees who are excessed from the bureau, within
budgetary limitations and if vacancies exist within the City.
Where possible, the wishes of the employee will be taken into
account in his placement by the central Board. If no vacancy exists, Section C of this Article shall apply.

Rule 8. When a bargaining unit position in central headquarters is abolished, the occupant of that position is excessed, and he shall be granted the same rights for placement as an employee from the bureau who is excessed.

Rule 9. An employee who has been excessed to another area center or organizational unit may request an opportunity to return to the area center or organizational unit from which he was excessed if within a year an appropriate vacancy should occur in that area center or organizational unit. Such a request will have priority over any other transfer or appointment to that vacancy.

B. Appointment to New Program, License or Title

Employees who are displaced by the establishment of a new program, license or title shall be given an opportunity to present their qualifications and if found qualified shall be given preference for appointment to such new program, license or title.

C. Layoff

1. If a city-wide excess condition causes a lay-off of staff in any licensed position, applicable provisions of law will be followed to determine the staff member to be laid off, without fault and delinquency with the understanding that said member of staff is to be placed on a preferred list for reinstatement to his former position.

2. Employees on layoff who may be placed on a preferred list in another license other than the one in which they are laid off will be so placed.

3. The Board and the Union agree to jointly sponsor legislation to provide for retention in the system of pedagogical employees laid off in their license by providing for their employment in licenses held other than the one in which they are laid off on the basis of their system-wide seniority. The legislation shall provide that employees who are so placed in positions for which a lower salary is established shall be paid at the salary of the position in which they are serving while awaiting recall to their former positions from a preferred list.

ARTICLE ELEVEN
TRANSFERS

Requests by employees for transfer from one bureau of child guidance area center to another area center, will be granted on the following basis:

G-26
1. Those eligible for transfer are regularly appointed psychologists or regularly-appointed social workers with at least five years' continuous service under regular appointment in the area center from which the transfer is sought. In cases of psychologists or social workers reassigned as a result of a staff reorganization of an area center, "continuous service" shall include the length of continuous service under regular appointment in the previous area center immediately preceding such reassignment.

2. Lists of vacancies existing as of June 1 to be filled by transfer will be posted as soon as possible in each area center. Such lists will indicate the bureau where the vacancy is located and, in the case of Child Guidance, the area center and type of assignment, including junior guidance and pre-kindergarten assignments. Budgeted positions which have not been filled by regular employees or by regular substitutes are not to be deemed vacancies for the purpose of the transfer plan.

A vacancy not previously available for transfer which is filled by an administrative transfer shall be listed for transfer on the May 15 following the administrative transfer and if the vacancy is then filled by a psychologist or a social worker from the transfer list the administrative transferee shall be excessed from that area center regardless of his city-wide seniority. The above shall not apply to a transfer following a "U" rating of the psychologist or social worker made with his consent.

3. Transfers shall be made effective as of the opening of school in September.

4. Employees desiring transfer shall file with the Division of Personnel a request for transfer, specifying up to three choices of listed vacancies in order of preference. Such requests shall be filed no later than two weeks following the posting of the lists of vacancies.

5. Transfers will be granted on the basis of seniority to eligible employees whose requests are on file. For this purpose, seniority is defined as length of continuous service under regular appointment in the Bureau of Child Guidance or in the Bureau of Special Reading Services. In cases of equal seniority, preference shall be given on the basis of standing on the eligible list for appointment.

6. No more than five percent of the regularly-appointed psychologists and no more than five percent of the regularly-appointed social workers will be permitted to transfer out of any one area center in any one year. When the
number of psychologists or the number of social workers in a
center is less than 20, one transfer shall be permitted for such
group, and when the number is 21 to 39, two transfers shall be
permitted.

7. An applicant for transfer who does not receive a desired
assignment shall, upon request to the Office of Personnel, be
given the reasons for not having been selected.

8. Transfers on grounds of hardship shall be allowed in­
dependent of the above provisions. Transfers of employees
after three years of service on regular appointment may be
made on grounds of hardship on the basis of the circum­
cstances of each particular case, except that travel time by
public transportation of more than one hour and thirty
minutes each way between an employee's home and area
center or clinic shall be deemed to constitute "hardship" en­
titling the applicant to a transfer to an area center or clinic to
be designated by the Division of Personnel which shall be
within one hour and thirty minutes travel time by public tran­
sportation from the employee's home.

ARTICLE TWELVE
UNION ACTIVITIES, PRIVILEGES
AND RESPONSIBILITIES

A. Restriction on Union Activities

No employee shall engage in Union activities during the
time he is assigned to duty. Members of the Chapter's
negotiating committee and its special consultants shall, upon
proper application, be excused without loss of pay for work­
ing time spent in negotiations with the Board or its represen­
tatives.

B. Time for Chapter Chairman and Center Chairman

1. The Chapter chairman or his alternate shall be allowed
a reasonable amount of time per week for the investigation of
grievances and for other appropriate activities relating to
the administration of the agreement and to the duties of his
office, except that such time may not be taken before 3 p.m.
"Reasonable amount of time" is deemed to be the equivalent
of four (4) 45-minute periods.

2. The center chairman shall be allowed one-half (1/2) day
per month for the investigation of grievances and for other
appropriate activities relating to the administration of the
agreement and to the duties of his office.
C. Exclusive Check-Off

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.

The Board will honor individual written authorizations for the deduction of Union dues in accordance with their terms, including authorizations stating that they are irrevocable until the following June 30, and automatically renewable for another year unless written notice is given to the Board between June 15 and June 30.

The Board and the Union will send a joint notice to all employees whose current authorizations are on file informing them that the authorizations will be understood to be irrevocable and automatically renewable as stated above unless notice is given to the Board within forty-five (45) days thereafter.

D. Bulletin Boards

At least one (1) bulletin board in each Bureau of Child Guidance area center shall be reserved at an accessible place for the exclusive use of the Chapter for purposes of posting material dealing with proper and legitimate Union business.

E. Area Chapter Meetings

Upon request to the head of the Bureau of Child Guidance area center, Chapter members in a center shall be permitted to meet within the center under circumstances which will not interfere with the program of the Bureau of Child Guidance. Such meetings may be held only during the lunch period or before or after working hours, at a place to be assigned by the head of the center where other staff members, or children, or the public are not present.

F. Consultation Meetings

Officials of the Chapter and the director of the Bureau of Child Guidance or other appropriate representatives of the Bureau of Child Guidance will consult monthly during the school year on matters of policy involving the professional interests of psychologists and social workers and on appropriate questions arising under the agreement.

The head of each Bureau of Child Guidance area center and the Chapter representatives in the center will meet once a month during the school year to consult on matters of concern to employees at the center level.
G. Information to the Chapter

1. Lists of vacancies and any lists which may be established by the community school district or by the central board showing seniority of psychologists and social workers for the purpose of implementing the provisions of this agreement shall be made available to the Chapter. In individual cases specific information as to seniority will be made available to the Chapter upon request.

2. Copies of all official Bureau of Child Guidance circulars and directives shall be sent to the Chapter.

H. Official Circulars

All official circulars shall be posted on bulletin boards in Bureau of Child Guidance area centers for the inspection of employees and shall be made available to employees on request.

ARTICLE THIRTEEN
MATTERS NOT COVERED

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

The Board will continue its present policy with respect to sick leave, sabbatical leaves, vacations and holidays except insofar as change is commanded by law.

All existing determinations, authorizations, by-laws, regulations, rules, rulings, resolutions, certifications, orders, directives, and other actions, made, issued or entered into by the Board of Education governing or affecting salary and working conditions of the employees in the bargaining unit shall continue in force during the term of this agreement, except insofar as change is commanded by law.

ARTICLE FOURTEEN
DUE PROCESS AND REVIEW PROCEDURES

A. Employee Files

Official employee files in the Bureau of Child Guidance shall be maintained under the following circumstances:

1. No material derogatory to an employee's conduct, service, character or personality shall be placed in the files unless the employee has had an opportunity to read the material. The employee shall acknowledge that he has read
such material by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its content. However, an incident which has not been reduced to writing within three months of its occurrence, exclusive of the summer vacation period, may not later be added to the file.

2. The employee shall have the right to answer any material filed and his answer shall be attached to the file copy.

3. Upon appropriate request by the employee, he shall be permitted to examine his file.

4. The employee shall be permitted to reproduce any material in his file.

5. Material will be removed from the files when an employee's claim that it is inaccurate or unfair is sustained.

B. Summons

Employees summoned to the office of the Director of the Bureau of Child Guidance shall be given two days notice and a statement of the reason for the summons, except where an emergency is present or where considerations of confidentiality are involved.

Whenever an employee is summoned for an interview for the record which may lead to disciplinary action, he shall be entitled to be accompanied by a representative who is employed by the City school system, or by an employee of the Union who is not a lawyer, and he shall be informed of this right. However, where the Director permits an attorney who is not a member of the City school system to represent any participant in the interview, the employee shall be entitled to be represented by an attorney. An interview which is not held in accordance with these conditions shall not be considered a part of the employee's personnel file or record and neither the fact of the interview nor any statements made at the interview may be used in any subsequent Board proceeding involving the employee. It is understood that informal conferences, such as those between a director and an employee, for professional improvement, may be conducted off the record and shall not be included in the employee's personnel file or record.

C. Notice of Discharge

Regular substitute employees are to be given 10 school days notice of discharge, except in cases of emergency.

G-31
D. Discontinuance of Probationary Service

1. Regular substitutes and psychologists and social workers on probation, except as provided in subparagraph 2 below, shall be entitled to the review procedures before the Chancellor as prescribed in Section 105a of the by-laws of the Board of Education.

By-law 105(a) procedures for the review of a recommendation by a superintendent for discontinuance of probationary service of a teacher shall be modified to provide for the following:

a. The 105(a) committee shall be a tripartite committee of professional educators, one selected by the employee, one by the Board and a third selected by the other two from a list agreed upon by the Board and the Union.

b. The committee will make an advisory recommendation to the community school board or the Chancellor for central programs within 20 days after the hearing.

c. The costs of the employee's representative shall be paid by the employee. The costs of the Board's representative shall be paid by the Board. The costs of the mutually selected member of the committee shall be shared by the Board and the employee.

2. Employees on probation who have completed at least three years of service on regular appointment shall be entitled, with respect to the discontinuance of their probationary service, to the same review procedures as are established for the tenured teaching staff under Section 2590 j 7 of the Education Law.

E. Suspension

Any employee who is suspended pending hearing and determination of charges shall receive full compensation pending such determination and imposition of any penalty.

F. Trial Examiner Panel

Before designating the panel of trial examiners to be maintained by the Chancellor pursuant to Section 2590-j 7 (f) of the Education Law, the Chancellor will afford the Union and the Community School Boards an opportunity to challenge any proposed designee and the persons challenged shall not be designated. Members of the panel will serve in rotation.

G. Medical Review Procedures

1. Requests for Medical Examination

The report of the immediate supervisor requesting ex-
amination of an employee pursuant to Education Law Section 2568 shall be made in duplicate. A copy of the report shall be forwarded to the employee.

2. Injury in the Line of Duty

In order to provide for an expeditious handling of injury in the line of duty claims, the following is provided:

a. Within five school days of a claim of injury in the line of duty requiring an employee to be absent, the superintendent shall make a determination as to whether the accident occurred in the line of duty.

b. Where the employee is in a non-pay status pending a determination by the Medical Bureau of the duration of absence attributable to injury in the line of duty, the Medical Bureau will make its determination within ten days of the employee's submitting himself for the required physical examination.

3. Medical Report and Review

a. The report of the Medical Division on an employee who was called for medical examination shall, upon written request of the employee, be sent to the employee's physician within 25 days after the examination.

b. Upon the employee's request to the Medical Division, his physician shall have the right to examine his medical file.

c. A regular employee shall have the right to an independent evaluation by a medical arbitrator selected from a panel of doctors to be selected by mutual agreement of the Board and the Union in conjunction with the New York Academy of Medicine if the finding of the Medical Bureau to the Chancellor has resulted in:

(1) Placement of the employee on a leave of absence without pay for more than one month; or
(2) Termination of the employee's services; or
(3) A recommendation for disability retirement; or
(4) A denial of a leave with or without pay for more than one month.

A request for an independent evaluation of the finding of the Medical Division shall be submitted in writing by the employee to the Division of Personnel within 10 school days of receipt of notice from the Division of Personnel that he has been placed on leave of absence without pay for more than one month, or that his services have been terminated, or that he has been recommended for disability retirement, or that he has been denied a leave with or without pay for more than one month.
The medical arbitrator shall examine the employee, and consult with the employee's physician and the Board's physician. The arbitrator's decision shall be rendered within 10 days after he has examined the employee, and if made within his authority under this agreement shall be accepted as final and binding by the Board and the employee.

The fee of the medical arbitrator shall be shared equally by the Board and the employee.

ARTICLE FIFTEEN
GRIEVANCE PROCEDURE

It is the declared objective of the parties to encourage the prompt and informal resolution of employee complaints as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints.

A. Definition

A "grievance" shall mean a complaint by an employee in the bargaining unit (1) that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of this agreement or (2) that he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees, except that the term "grievance" shall not apply to any matter as to which (1) a method of review is prescribed by law, or by any rule or regulation of the State Commissioner of Education having the force and effect of law, or by any by-law of the Board of Education or (2) the Board of Education is without authority to act.

As used in this article, the term "employee" shall mean also a group of employees having the same grievance.

B. Adjustment of Grievances

Grievances of employees within the bargaining unit shall be presented and adjusted in the following manner:

1. General Procedures

a. Area Center Level (Step 1)

Any employee within the bargaining unit may, either orally or in writing, present a grievance to his supervisor or the center administrator, as may be appropriate, within a reasonable time not to exceed three months after the employee has knowledge of the act or condition complained of, except that a grievance arising under Article Fourteen A
shall be presented within a reasonable time after the employee has knowledge of the material in the file.

The employee and the supervisor or center administrator shall confer on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, the employee may appear personally or he may be represented by a Union representative or by any psychologist or social worker of his choice in the school system; but where the employee is represented he must be present. The Union representative shall be the center chairman or his alternate.

Whenever a grievance presented to the supervisor or center administrator by the employee personally or through a personal representative would involve the application or interpretation of the terms of this agreement, or would affect the working conditions or welfare of the employees in the bargaining unit, he shall give the center chairman or his alternate the opportunity to be present and state the views of the Chapter.

The supervisor or center administrator shall communicate his decision to the aggrieved employee and to his representative and to any Union representative who participated in this step within five school days after receiving the complaint. Where the grievance has been presented in writing, the decision shall be in writing.

b. Bureau Level (Step 2)

If the grievance is not resolved at Step 1, the aggrieved employee may appeal to the director of the Bureau of Child Guidance within three (3) school days after he has received the decision of the supervisor or center administrator. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based. It shall also state the name of the employee's representative, if any.

The director shall meet and confer with the aggrieved employee on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. The aggrieved employee and his representative, if any, shall be given at least two (2) days notice of the conference and an opportunity to participate. The employee may appear alone or he may be represented by the Union or by a psychologist or social worker of his choice in the school system. The Union representative may be the representative at Step 1 or a representative designated by the grievance department of the United Federation of Teachers, with which the Chapter is
affiliated, or both. The employee shall be present at the con-
ference, except that he need not attend where it is mutually
agreed that no facts are in dispute and that the sole question
before the director is one of interpretation of a provision of
this agreement, or of what is established policy or practice.

Notice of the conference shall also be given to the super-
visor or center administrator who rendered the decision at
Step 1. The Supervisor or Center administrator may be present
at the conference and state his views.

Where the employee is not represented by the Union at
this step, the director shall furnish the Chapter with a copy of
the appeal from Step 1, together with notice of the date of the
conference. In such cases, the Chapter may be present and
state its views whenever the decision on the grievance would
involve the application or interpretation of the terms of this
agreement, or would affect the working conditions or welfare
of the employees in the bargaining unit.

The director shall communicate his decision in writing,
together with the supporting reasons, to the aggrieved
employee and his representative, and to any Union
representative who participated in this step, within ten
school days after receiving the appeal. The supervisor or
Center administrator who rendered the decision at Step 1 shall
also receive a copy of the decision at this step. The Chapter
shall receive a copy of any decision at this step.

c. Chancellor (Step 3)

If the grievance is not resolved at Step 2, the aggrieved
employee may appeal from the decision at Step 2 to the
Chancellor addressed to the attention of the Executive Direc-
tor, Office of Labor Relations and Collective Bargaining
within ten (10) school days after the decision of the director
has been mailed. The appeal shall be in writing, shall set
forth specifically the reasons for the appeal, and shall be ac-
accompanied by a copy of the appeal and the decision at Step 2.
It shall also state the name of the employee's representative,
if any.

The Chancellor or his designated representative shall
meet and confer with the aggrieved employee with a view to
arriving at a mutually satisfactory resolution of the com-
plaint. The aggrieved employee and his representative shall
be given at least two (2) school days notice of the conference
and an opportunity to be heard. The employee may appear
alone or he may be represented by the Union or by a psy-
chologist or social worker of his choice in the school system.
The Union representative may be the representative at Step 1
or the representative at Step 2, or both.

Notice of the conference shall also be given to the supervisor or center administrator and to the director. The supervisor or center administrator and the director may be present at the conference and state their views.

When the employee is not represented by the Union at this step, the Chancellor shall furnish the Chapter with a copy of the appeal from Step 2 together with notice of the date of the conference. In such cases, the Chapter may be present and state its views whenever the decision on the grievance would involve the application or interpretation of the terms of this agreement, or would affect the working conditions or welfare of the employees in the bargaining unit.

The Chancellor shall communicate his decision in writing, together with the supporting reasons, to the aggrieved employee and his representative, and to any Union representative who participated in this step, within fifteen school days after receiving the appeal.

The supervisor or center administrator and the director shall also receive a copy of the decision at this step. The Chapter shall receive a copy of any decision at this step.

**2. Special Procedures for Grievances Relating to Salary and Leave Matters**

Any grievance relating to salary and leave matters shall be filed directly with the Executive Director of Personnel. In such cases, the provisions of the general procedures relating to Step 2 shall apply to the presentation and adjustment of the grievance at the level of the Executive Director of Personnel except that (1) the grievance shall be filed within a reasonable time not to exceed three months after the employee has knowledge of the act or condition which is the basis of the complaint and (2) the employee need not be present at any conference. The Executive Director shall render a decision on behalf of the Chancellor and such decision shall be considered a decision at the level of the Chancellor.

**3. Priority Handling of Grievances**

The Board and the Union will consult periodically on the priority of handling grievances pending at Step 3 with a view to expediting the processing of grievances which require prompt disposition.

**4. Initiation or Appeal of Special Types of Grievances or Complaints**

a. Grievances arising from the action of officials other than the supervisor may be initiated with and processed by such officials in accordance with the provisions of Step 2 of
this grievance procedure. Where appropriate, such grievances may be initiated with the Chancellor.

B. Where a substantial number of employees in more than one area center have a complaint arising from the action of authority other than the supervisor or center administrator the Chapter, upon their request, may initiate a group grievance in their behalf.

c. The Chapter has the right to initiate or appeal a grievance involving alleged violation of the agreement. Such grievance shall be initiated with the Director of Child Guidance or, where appropriate, with the Chancellor.

5. Appearance and Representation
   a. 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 Board of Education working hours, all persons who participate shall be excused without loss of pay for that purpose.

   b. No officer or executive board member, delegate, representative, or agent of a minority organization shall represent the aggrieved employee at any step in the grievance procedure. An agent shall include any person who, acting in an official capacity for a minority organization, regularly performs for that organization such acts as: distributing literature, collecting dues, circulating petitions, soliciting membership, or serving as spokesman at employee conferences. An agent shall not include any person who performs such duties occasionally or without any official designation by the minority organization involved. A minority organization shall mean any organization, other than the Union, which exists or acts for the purpose of dealing with the Bureau of Child Guidance or any Board official for the improvement of working conditions, or the handling of grievances, of employees in the bargaining unit.

6. Time Limits
   a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

   b. The time limits specified in any step of this procedure
may be extended, in any specific instance, by mutual agree­ment.

C. Arbitration

A grievance dispute which was not resolved at the level of the Chancellor under the grievance procedure may be sub­mitted by the aggrieved employee or, in the circumstances specified in Section 4(c) above, by the Chapter, to an ar­bitrator for decision if it involves the application or inter­pretation of this agreement. A grievance dispute arising under any term of this agreement involving Board policy or discretion may be submitted to arbitration for the sole pur­pose of determining whether the Board's policy was dis­regarded or applied in so discriminatory, arbitrary or capricious a manner as to constitute an abuse of discretion.

A grievance may not be submitted to an arbitrator unless a decision has been rendered by the Chancellor under the grievance procedure, except in cases where, upon expiration of the 15-day time limit for decision, the aggrieved employee or the Union filed notice with the Chancellor of intention to submit the grievance to arbitration and no decision was is­sued by the Chancellor within five school days after receipt of such notice.

The employee may proceed personally or through the Union or any other representative of his choice. Where the employee is not represented by the Union, the Union may submit its views to the arbitrator.

The proceeding may be initiated by filing with the Board a notice of arbitration. The notice shall be filed within 10 school days after receipt of the decision of the Chancellor under the grievance procedure or, where no decision has been issued in the circumstance described above, three days following the expiration of the five school day period provided above. The notice shall include a brief statement setting forth precisely the issue to be decided by the arbitrator and the specific provision of the agreement involved.

A panel of five arbitrators shall be designated by mutual agreement of the parties to serve for any case or cases sub­mitted to them in accordance with their availability to promptly hear and determine the case or cases submitted. The parties agree to enter into a stipulation of facts whenever possible in advance of the hearing.

Transcripts of the proceedings will be waived except in unusual cases and by agreement of the parties. If transcripts are used, they shall be supplied overnight to the arbitrator.
Post-hearing briefs will not be filed except in unusual cases upon agreement of the parties to submit them.

The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding insofar as they relate to the hearings and fees and expenses.

The arbitrator shall issue his decision not later than 30 days from the date of the closing of the hearings or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this agreement and he 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 he may decide in a particular case that Board policy was disregarded or that its attempted application under any 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.

The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this agreement, will be accepted as final by the parties to the dispute and both will abide by it.

The arbitrator may fashion an appropriate remedy where he finds a violation of this agreement. To the extent permitted by law, an appropriate remedy may include back pay. The arbitrator shall have no authority to grant a money award as a penalty for a violation of this agreement except as a penalty is expressly provided for in this agreement.

The arbitrator's fee will be shared equally by the parties to the dispute.

The Board agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance and the Union agrees that it will not bring or continue, and that it will not represent any employee in, any grievance which is substantially similar to a grievance.
denied by the decision of an arbitrator.

D. General Provisions as to Grievances and Arbitration

1. The filing or pendency of any grievance under the provisions of this article shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of, subject, however, to the final decision on the grievance.

2. Nothing contained in this article or elsewhere in this agreement shall be construed to permit the Union to present or process a grievance not involving the application or interpretation of the terms of this agreement in behalf of any employee without his consent.

3. Nothing contained in this article or elsewhere in this agreement shall be construed to prevent any individual employee from presenting and processing a grievance through the procedures provided in this article.

4. Nothing contained in this article or elsewhere in this agreement shall be construed to deny to any employee his rights under Section 15 of the New York Civil Rights Law or under the State Education Law or under applicable Civil Service Laws and Regulations.

ARTICLE SIXTEEN
SPECIAL COMPLAINTS

It is the declared objective of the parties to encourage the prompt and informal resolution of special complaints not covered by the grievance procedure and to dispose of such complaints as they arise and to provide recourse to orderly procedures for their adjustment.

A. Definition

A "special complaint" is a complaint by an employee in the bargaining unit that persons or groups are engaging in a course of harassing conduct, or in acts of intimidation, which are being directed against him in the course of his employment and that the school principal or community or assistant superintendent has not afforded the employee adequate relief against such course of conduct or acts of intimidation.

B. Filing and Priority Handling

A special complaint shall be promptly filed with the Chancellor by the affected employee or, upon his request, by the Union. Such complaint shall receive expedited handling pursuant to this article.

C. Joint Investigation and Informal Resolution

Within twenty-four (24) hours after the special complaint
is filed with the Chancellor, a joint investigating committee consisting of one representative designated by the Chancellor and one representative designated by the Union shall investigate the complaint at the school level to ascertain the facts and bring about a prompt resolution of the problem without resort to formal procedures. In the course of its investigation, the joint committee shall confer with the principal of the school, the community or assistant superintendent and other persons involved in the controversy.

D. Administrative Hearing and Continued Attempt at Informal Resolution

If the complaint is not resolved by the joint investigating committee to the satisfaction of the affected employee, he may request a hearing before the Chancellor. Within forty-eight (48) hours after receipt of the request for hearing, the Chancellor, or a representative designated by him, shall hold a hearing at which the joint investigating committee shall report its findings and all persons involved, including the affected employee, shall have an opportunity to be heard. The complaining employee may represent himself at the hearing or, upon request, may be represented by the Union or by a person of his own choosing other than an attorney.

At the hearing the Chancellor or his representative shall make every effort to resolve the complaint informally and all persons involved shall cooperate toward this end.

E. Decision of the Chancellor

Within seventy-two (72) hours following the close of the hearing, the Chancellor shall notify all parties of his decision and the manner in which it shall be effectuated.

F. Fact Finding and Recommendations

If the complaint is not resolved by the Chancellor the affected employee, or the Union upon his request, may submit it for hearing and fact finding before an arbitrator selected in accordance with Article 15 of this agreement. The submission shall be made within ten (10) school days after the issuance of the Chancellor's decision.

The voluntary labor rules of the American Arbitration Association shall apply to the proceeding in so far as they relate to the hearing, fees and expenses.

The fact finder shall render findings not later than seventy-two (72) hours from the date of the close of the hearings or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the fact finder. The findings of fact shall be in writing. The fact finder
shall limit his findings strictly to the question whether the employee's complaint has been substantiated by the evidence. If the fact finder finds the complaint to be substantiated and unremedied, he shall recommend an appropriate remedy.

The fact finder shall not interpret or apply the provisions of this agreement or exercise any of the other functions specified in Article 15 of this contract, nor shall he exercise any of the powers conferred upon trial examiners pursuant to Section 2590-j 7 (f) of the Education Law.

G. Board Consideration

Within ten (10) days after receipt of the fact finder's report, the Board shall make a determination.

ARTICLE SEVENTEEN

CONDITIONS AND BENEFITS APPLICABLE TO MENTAL HEALTH WORKERS

A. Applicable Provisions of Agreement

The following provisions of this Agreement are applicable to mental health workers:

Article One, Union Recognition
Article Two, Fair Practices
Article Three H, "Damage or Destruction of Property"
Article Eight, Safety
Article Nine A7, Nine A12 and Nine A13, "Cumulative Absence Reserve and Sick Leave"

Article Twelve, Union Activities, Privileges and Responsibilities as applicable to the Psychologists and Social Workers Chapter of the United Federation of Teachers
Article Eighteen, Conformity to Law—Saving Clause
Article Nineteen, No-Strike Pledge
Article Twenty, Definitions
Article Twenty-One, Notice-Legislative Action
Article Twenty-Two, Copy of Agreement
Article Twenty-Three, Duration

B. Coverage by Rules and Regulations

Mental health workers are administrative employees of the Board and as such are covered by the Rules and Regulations for Administrative Employees (Non-Pedagogical).

C. Salary Rates

Effective on the dates set forth below, employees in the title of Mental Health Worker shall receive the following specified salary adjustment and shall be subject to the fol-
following salary range:

<table>
<thead>
<tr>
<th>Title</th>
<th>Effective July 1, 1975</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mental Health Worker</td>
<td>$500.00</td>
</tr>
<tr>
<td>General Increase</td>
<td>$8750.00</td>
</tr>
<tr>
<td>Minimum</td>
<td>$9800.00</td>
</tr>
<tr>
<td>Maximum</td>
<td></td>
</tr>
</tbody>
</table>

D. Salary Re-Opener

On or before July 1, 1976, the Union may notify the Board that it desires to reopen the agreement for purposes of negotiating and reaching agreement on adjustments in salary and differentials. The parties shall commence negotiations at the earliest convenient date thereafter. In the event they are unable to reach agreement relative to salaries and differentials for the 1976-77 contract year on or before 12:01 a.m. September 9, 1976, the dispute shall be submitted to final and binding arbitration. A Panel of Arbitration shall be established of three arbitrators, one selected by the Board, one by the Union, and the third selected by the other two from a panel submitted by the American Arbitration Association. Any changes or adjustments resulting from agreement between the parties or the Award of the Panel of Arbitration shall be effective 12:01 a.m., September 9, 1976 unless specifically provided otherwise.

Should the Union not give notice to the Board of a desire to reopen, as set forth hereinabove, then the agreement shall be renewed without change for the 1976-77 contract year.

E. Cost-of-Living Adjustment

If the Consumer Price Index for Urban Wage Earners and Clerical Workers, New York, N. Y., Northeastern New Jersey (Base Year 1967 equals 100) when published by the Bureau of Labor Statistics, U.S. Department of Labor, for March, 1976 exceeds the Index for June, 1975 the Employer shall pay, effective April 1, 1976 until July 1, 1976 a per annum cost-of-living adjustment consisting of the product of multiplying twenty-one dollars ($21) times each full four-tenths (0.4) of a point increase in the Index.

Effective July 1, 1976 the cost-of-living adjustment for mental health workers shall be on the same basis as is provided for other administrative employees represented by the Union.

Any such cost-of-living adjustment shall not become part of the basic wage rate but the adjustment effective April 1, 1976 shall be included in computing pay for straight time (including all time in full pay status), overtime, shift dif-
In addition, if the Index published for September, 1975, exceeds the Index for June, 1975, the Employer shall pay at the time the April 1, 1976 adjustment hereinabove described is implemented, a lump sum covering the period October 1, 1975 to March 31, 1976 and consisting of one half of the product of multiplying twenty-one dollars ($21) times each full four-tenths (0.4) of a point increase in the Index, with the added proviso that the amount of such lump sum shall be rounded to the next higher digit of ten dollars ($10).

The above is applicable only to full time per annum employees covered by this agreement whose regular work week is thirty-five (35) hours or greater.

For full time per annum employees who regularly work a thirty (30) hour work week adjustments and lump sums shall be paid consistent with the foregoing but computed at the rate of eighteen ($18) per annum for each full four-tenths (0.4) of a point increase in the Index.

For per diem, per session, part time per annum and hourly employees, adjustments, and lump sums shall be paid consistent with the foregoing but computed at the rate of one cent per pay hour for each full four-tenths (0.4) of a point increase in the Index.

Employees who have been at less than full pay status during the entire period October 1, 1975 to the date of implementation of the April 1, 1976 adjustments shall have their lump sum payments by reason of the October 1, 1975 to March 31, 1976 period and the back pay by reason of the April 1, 1976 adjustment reduced proportionate to the time for which they were not on a full pay status.

F. Welfare Fund

1. Effective July 1, 1975 the Board will provide funds at the rate of $350.00 per year on a pro-rata basis per month for full-time per annum employees, on behalf of each employee covered by this agreement, whether a member of the Union or not, for the purpose of making available for each such employee supplemental welfare benefits under a plan to be devised and established jointly by representatives of the Board and of the Union.

2. Effective July 1, 1976 the Board will provide for such purposes funds at the same rate per year per each such employee as it provides for other administrative employees represented by the United Federation of Teachers.

3. Effective September 9, 1975, employees who have been separated from service subsequent to January 1, 1971, and
who were covered by a welfare fund at the time of such separation pursuant to a separate agreement between the Board and the certified Union representing such employees, shall continue to be so covered, subject to the provisions hereof, on the same contributory basis as incumbent employees. Contributions shall be made only for such time as said individuals remain primary beneficiaries of the Board's Health Insurance Program and are entitled to benefits paid for by the Board through such Program.

G. 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.

H. Complaint and Grievance Procedures

1. 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 appropriate supervisor or center administrator, a Union staff representative shall be permitted to meet with employees in the unit during their non-working time, within the area center, for the purpose of investigating complaints and grievances, under circumstances which will not interfere with the program or other activities of the Bureau of Child Guidance. When necessary, any employee in the unit who is a center chairman in the area center in which the aggrieved employee is assigned will be given time off to represent the employee in the presentation of his grievance.

2. Informal Complaint Procedure

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

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 center chairman at the area center or his alternate.

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

3. 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 of time following the action complained of, present such complaint as a grievance in accordance with the provisions of this grievance procedure.

Complaints concerning matters which are not within the authority of the Board should be presented in accordance with the review procedures of the agency having authority over such matters.

The grievance procedure does not apply to complaints concerning disciplinary matters, performance ratings, or out-of-title work assignments.

Complaints of employees, who have served the full and appropriate probationary period prescribed by or in accordance with law, concerning disciplinary matters shall be disposed of in accordance with Section 105 of the By-Laws of the Board. Complaints concerning performance ratings shall be processed in accordance with Section 105 (a) of the By-Laws of the Board and may thereafter be brought to the New York City Civil Service Commission. Complaints concerning out-of-title work assignments shall be referred for decision to the Executive Director of Personnel and his decision may thereafter be appealed to the New York City Civil Service Commission. 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 with the Director of the Bureau of Child Guidance or with such other Board official as may be appropriate.

Following is the procedure for presentation and adjust-
Art. 17 H 3

ment of grievances:

Step 1

The employee shall initiate the grievance at Step 1 with his supervisor or the center administrator as may be appropriate.

Step 2

If the grievance is not resolved at the first step, the employee may then appeal the grievance to the Director of the Bureau of Child Guidance as the Board representative at Step 2.

Step 3

If the grievance is not resolved at Step 2, the aggrieved employee may appeal from the decision at Step 2 to the Chancellor within 10 school days after the decision of the Director of the Bureau of Child Guidance is received.

When a grievance is appealed to the Chancellor at Step 3, the Union may advise the Grievance Panel of that appeal, in order to expedite possible scheduling before the Panel in the event that the grievance is subsequently appealed to the Grievance Panel.

Representation

At each step, the employee may be accompanied by a Union representative or by an employee in the bargaining unit who is not an official or agent of another employee organization. At Step 1, the Union representative shall be the center chairman at the area center. At Step 2 and 3, the Union representative shall be a Union staff representative.

Conferences and Decisions

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

Every attempt should be made to reach a mutually satisfactory resolution of the grievance at the conference held under this procedure. If the grievance is not resolved at the conference, then a decision must be rendered by the Board representative. The decision at each step should be
Art. 17 H 4

communicated to the aggrieved employee and his representative within the following time limits:

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

If a satisfactory resolution is not reached or if a decision is not rendered within the time limit at Step 1, 2, or 3, the employee may appeal the grievance to the next higher step.

4. Appeals to the Grievance Panel (Step 4)

A grievance which has not been resolved by the Chancellor at Step 3 may be appealed by the employee to the Grievance Panel. A grievance may not be appealed to the Grievance Panel unless a decision has been rendered by the Chancellor at Step 3, except in cases where the decision on the grievance has not been communicated to the aggrieved employee and his representative by the Chancellor within the time limit specified for Step 3 appeals.

The appeal to the Grievance Panel shall be within ten school days after receipt of the decision of the Chancellor. Where no hearing has been held, or no decision has been issued, within ten school days following receipt of the grievance by the Chancellor at Step 3, the appeal to the Grievance Panel shall be filed within ten school days following the expiration of the ten-day period.

The Panel shall be composed of one representative of the Board, one representative of the Union and one other person, selected by mutual agreement of the Board and the Union, who shall be the chairman.

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

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

1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this agreement or of applicable law or rules or regulations having the force and effect of law;
2. Involving Board discretion or Board policy under the provisions of this agreement, under Board by-laws, or under applicable law, except that the Panel may decide in a par-
Art. 18 A

Art. 18 A

1. The President, by himself or his authorized representative, may in any particular case that such policy was disregarded or that the attempted application of any such term of this agreement was so discriminatory, arbitrary or capricious as to constitute an abuse of discretion;

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

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

With respect to all other grievances, if the grievance is not resolved by unanimous agreement of the Panel members and the employee at the conference, then a report and majority recommendation of the Panel shall be transmitted by the chairman to the Chancellor. Within ten school days after the date that the report and recommendation are received by the Chancellor, he shall indicate whether he will accept the Panel's recommendation. Unless the Chancellor disapproves the recommendation within ten school days after the date it is received by him the recommendation shall be deemed to be his decision.

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

ARTICLE EIGHTEEN
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 Chapter.

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.

G-50
ARTICLE NINETEEN
NO-STRIKE PLEDGE

The Union and the Board recognize that strikes and other forms of work stoppages by psychologists and social workers 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 TWENTY
DEFINITIONS

1. Wherever the term "Board" is used in the agreement it shall mean the City Board, it being understood, nevertheless, that this contract is binding on all community school boards in accordance with Section 2590 of the Education Law.

2. Wherever the term "community school board" or "community board" is used in the agreement it shall mean the board of education of a community district.

ARTICLE TWENTY-ONE
NOTICE—LEGISLATIVE ACTION

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

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

ARTICLE TWENTY-TWO
COPY OF AGREEMENT

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

G-51
ARTICLE TWENTY-THREE
DURATION

This agreement and each of its provisions shall be effective as of September 9, 1975, and shall continue in full force and effect until September 9, 1977.

Negotiations for a subsequent agreement will commence no sooner than October 15, 1976, for budgetary items and no sooner than March 15, 1977, for all other items, upon request of either party filed two weeks before each of these dates.

Dated: Brooklyn, New York, 1976

ISAIAH E. ROBINSON, JR.
President
The Board of Education
of the
City School District
of the
City of New York

SHELDON SALINSKY
Chairman
Social Workers and Psychologists Chapter
United Federation of Teachers, Local 2
American Federation of Teachers, AFL-CIO

G-52
# INDEX

<table>
<thead>
<tr>
<th>A</th>
<th>PAGE</th>
<th>ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Absence (See also Sick Leave and Leaves)</td>
<td>G-19</td>
<td>9</td>
</tr>
<tr>
<td>annual check-up and lab tests</td>
<td>G-20</td>
<td>9 A 9</td>
</tr>
<tr>
<td>due to children's diseases</td>
<td>G-21</td>
<td>9 A 12</td>
</tr>
<tr>
<td>due to negotiations</td>
<td>G-28</td>
<td>12 A</td>
</tr>
<tr>
<td>grievance conference attendance</td>
<td>G-38</td>
<td>15 B 5</td>
</tr>
<tr>
<td>illness after 9/1/67 personal business</td>
<td>G-21</td>
<td>9 A 14, 16</td>
</tr>
<tr>
<td>prior to resignation</td>
<td>G-20</td>
<td>9 A 10</td>
</tr>
<tr>
<td>refunds</td>
<td>G-21</td>
<td>9 A 14, 17</td>
</tr>
<tr>
<td>reserves</td>
<td>G-20, 21</td>
<td>9 A 10, 11</td>
</tr>
<tr>
<td>selective service examination</td>
<td>G-19, 20</td>
<td>9 A 1-7</td>
</tr>
<tr>
<td>self-treated — regular</td>
<td>G-24</td>
<td>9 D 1</td>
</tr>
<tr>
<td>self-treated — regular substitute</td>
<td>G-20</td>
<td>9 A 10</td>
</tr>
<tr>
<td>9 A 11</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional Facilities</td>
<td>G-18</td>
<td>7 D</td>
</tr>
<tr>
<td>Agreement, Copy of</td>
<td>G-51</td>
<td>22</td>
</tr>
<tr>
<td>Annuity Fund</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appointment to New Program License for Title</td>
<td>G-15</td>
<td>4 B</td>
</tr>
<tr>
<td>G-26</td>
<td>10 B</td>
<td></td>
</tr>
<tr>
<td>Arbitration (See Grievance Procedure and Special Complaints)</td>
<td>G-39</td>
<td>15 C</td>
</tr>
<tr>
<td>Area Center Vacancies</td>
<td>G-17</td>
<td>7 B</td>
</tr>
<tr>
<td>Area Chapter Meetings</td>
<td>G-29</td>
<td>12 E</td>
</tr>
<tr>
<td>Articles (See Table of Contents)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assault Cases</td>
<td>G-18</td>
<td>8 A</td>
</tr>
<tr>
<td>Assignment During First Fifteen Day</td>
<td>G-15</td>
<td>5 B</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bargaining — Headquarters Level Only</td>
<td>G-2</td>
</tr>
<tr>
<td>Bargaining Unit — defined</td>
<td>G-2, 3</td>
</tr>
<tr>
<td>Board — defined</td>
<td>G-51</td>
</tr>
<tr>
<td>Bulletin Boards</td>
<td>G-29</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cars. Use of Personal</td>
<td>G-12</td>
</tr>
<tr>
<td>Center Chairman</td>
<td>G-12</td>
</tr>
<tr>
<td>administration of agreement grievances</td>
<td>G-28</td>
</tr>
<tr>
<td>Chapter Chairman</td>
<td>G-34, 35</td>
</tr>
<tr>
<td>administration of Agreement Check off. Exclusive</td>
<td>G-28</td>
</tr>
<tr>
<td>Circulars, B.C.G.</td>
<td>G-29</td>
</tr>
<tr>
<td>City-Wide Excess</td>
<td>G-30</td>
</tr>
<tr>
<td>COLA</td>
<td>G-26</td>
</tr>
<tr>
<td>Community School Board — defined</td>
<td>G-7, 8</td>
</tr>
<tr>
<td>Compensatory Time — Courses Given</td>
<td>G-31</td>
</tr>
<tr>
<td>Conformity to Law</td>
<td>G-17</td>
</tr>
<tr>
<td>Consultation Meetings</td>
<td>G-50-57</td>
</tr>
<tr>
<td>Cost-of-Living Adjustment</td>
<td>G-29</td>
</tr>
<tr>
<td>Courses, Credit for In-service</td>
<td>G-7, 8</td>
</tr>
<tr>
<td>Cumulative Absence Reserves and Sick Leave</td>
<td>G-9</td>
</tr>
<tr>
<td>G-19</td>
<td>9 A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>D</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Definitions</td>
<td></td>
</tr>
<tr>
<td>Bargaining Unit</td>
<td>G-2, 3</td>
</tr>
<tr>
<td>&quot;Board&quot;</td>
<td>G-51</td>
</tr>
<tr>
<td>&quot;Community School Board&quot;</td>
<td>G-51</td>
</tr>
<tr>
<td>continuous service — transfers</td>
<td>G-27</td>
</tr>
<tr>
<td>grievance</td>
<td>G-34</td>
</tr>
<tr>
<td>seniority — transfer</td>
<td>G-27</td>
</tr>
<tr>
<td>special complaints</td>
<td>G-41</td>
</tr>
</tbody>
</table>

G-53
<table>
<thead>
<tr>
<th>ITEM</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 A</td>
<td>G-4</td>
</tr>
<tr>
<td>14 C</td>
<td>G-31</td>
</tr>
<tr>
<td>23</td>
<td>G-32</td>
</tr>
</tbody>
</table>

**E**

- **Death benefits (Pension and Retirement Program)**
  - termination pay
  - vacation pay

- **Excessing**
  - appointment date determined
  - assigned to leave without pay
  - assigned within jurisdiction of Central Board
  - central board responsibility
  - city-wide excess - layoff
  - employees in bureau or unit under Central Board
  - headquarters' position abolished
  - return to own area center or unit
  - seniority in bureau or unit
  - seniority in city-wide excess

**F**

- parking display cards
- supplies in washrooms
- vending machines

- **Fact Finder (special complaints)**
- **Files, Employee Fair Practices**
- **Fair Practices**

**G**

- **Grievance Procedure**
  - appeals, arbitration
  - appeals, chapter rights to initiate
  - appeals, to second step
  - appeals, to third step
  - arbitration, condition of
  - arbitration, decision applied similarly
  - arbitration, decision binding
  - arbitration, initiation of
  - arbitration, limits on decision
  - arbitration panel
  - arbitration, remedy
  - arbitration, policy applied discriminatorily or arbitrarily
  - center chairmain
  - conferences, step 1
  - conferences, step 2
  - conferences, step 3
  - conferences, time and place
  - definition of
  - excuse with pay
  - grievance dispute over Board Policy
  - hearings, arbitration
  - initiation or appeal of special types of leave matters
  - limitations, procedures
  - presented orally or in writing - Step 1
  - priority handling
  - representation, arbitration
  - representation by minority organization forbidden
  - representation — Step 1

- **G-54**
representation — Step 2
representation — Step 3
salary matters
step 1 — Area Center Level
step 2 — Bureau Level
step 3 — Chancellor
time limit, step 1, decision
time limit, step 2, decision
time limit, step 3, decision
time limit for filing arbitration
time limit for filing, step 1
time limit for filing, step 2
time limit for filing, step 3
time limit, arbitration
time limit, extension of
time limit, failure to meet
union initiation of group grievances

Grievances Not Covered by Grievance Procedure (See Special Complaints)

H
Hardship Transfers
Health Plans
Hospital Insurance
Hours, Schedule of

I
Individual Employee Rights
Individual Rights in Grievances
Information to Chapter
In-Service Courses, Credit
In-Service Courses, Given

J
Joint Investigation in Special Complaints
Jointly-Sponsored Legislation Pension and Retirement Program
Jury Duty, Payment

L
Lay Off (See Excessing)
Leaves (See also Absence and Sick Leave)
denial of leave without pay
excessing
maternity
military, sick leave allowance
military, 30 days with pay
per diem service permitted
retirement credit recommended
sabbatical
sick
terminal
without pay
Licensure Regularized
exceptions
regular licenses by 9/1/73 for regulars,
per diem and regular substitutes

Lists of Vacancies
Longevity Increments
Loyalty Oath

G-55
| Maternity, Per Diem Service During | G-23 | 9 C 2 |
| Maternity, Pro Rated Pay | G-10 | 3 E 2 b |
| Matters Not Covered | G-30 | 13 |
| all existing determinations | G-30 | 13 |
| continuation of present policy | G-30 | 13 |
| prior consultation on changes | G-30 | 13 |
| Medical Examination Request | G-32 | 14 G 1 |
| Medical Expenses | G-11 | 3 G |
| Medical Report and Review | G-33 | 14 G 3 |
| Meetings, Area Chapter | G-29 | 12 E |
| Military | | |
| credit for sick leave | G-20 | 9 A 4 |
| pay for 30 days | G-24 | G D 2 |
| service continuity | G-24 | 9 G |
| Negotiating Committee, Excuse with Pay | G-28 | 12 A |
| Newly Appointed, Salary Step | G-8 | 3 C 2 |
| No-Strike Pledge | G-51 | 19 |
| Notice, Legislative Action | G-51 | 21 |
| Official Circulars | G-30 | 12 H |
| Pay Practices | G-12 | 3 J |
| Payment, Semi-Monthly | G-12 | 3 I |
| Peace Corps Service | G-24 | 9 G |
| Pension and Retirement Program, Reaffirmed | G-15 | 4 C |
| Pension Benefits as in Other Board of Education Systems | G-15, 16 | 4 D |
| Pension and Retirement Program (Legislation enacted 1970) | G-12 | 4 A |
| Pension and Retirement Program Age 55 | | |
| Revised Service Fraction Plan | G-13 | 4 A 1 b |
| Pension and Retirement Program allowance under | G-13 | 4 A 1 b (2) |
| Pension and retirement Program eligibility | G-13 | 4 A 1 b (1) |
| rates of contribution | G-13 | 4 A 1 b (3) |
| vested retirement rights | G-14 | 4 A 4 |
| average salary | G-12 | 4 A 1 |
| average salary — last years | G-14 | 4 A 8 |
| death benefit | G-14 | 4 A 5 |
| “Death Gamble” | | |
| disability retirement | G-14 | 4 A 7 |
| accident — service connected | G-14 | 4 A 6 |
| ordinary | G-14 | 4 A 2 a |
| Improved Pension Plan | G-13 | 4 A 2 a (2) |
| benefits | G-12 | 4 A 2 a (1) |
| eligibility | G-13 | 4 A 2 a (3) |
| member’s contributions | G-12 | 4 A 2 |
| legislation jointly prepared | G-14 | 4 A 4 |
| payment of pension deferred | G-14 | 4 A 5 |
| presumptive retirement | G-14 | 4 A 3 |
| take-home pay increased | G-13 | 4 A 4 |
| vested retirement rights | G-14 | 4 A 4 |
| Property, Damage, Loss of Personal | G-11 | 3 H 2 |
| Property, Loss of Board | G-11 | 3 H 1 |
| Provisions of Agreement Requiring Legislation | G-51 | 21 |
| Re-employment after Resignation | G-17 | 5 C 2 |
| Research Projects | G-17 | 7 C |
| Resignation Withdrawal | G-16, 17 | 5 C 1 |
| Restriction on Union Activities | G-28 | 12 A |
| Retirement Credit Recommended, Leaves | G-23 | 9 C 1 |
| Review Procedures | G-32 | 14 D, E |

<p>| Safety Program | G-18 | 8 B |
| Sabbatical Leaves and Special Sabbatical Leaves for Restoration of Health | G-21 | 9 B |
| compensation, general | G-22 | 9 B 5 |
| compensation, &quot;special&quot; | G-22 | 9 B 6 |
| denial of | G-22 | 9 B 8 |
| effective date 8/1/73 | G-22 | 9 B 5 |
| eligibility, general | G-21 | 9 B 1 |
| eligibility, &quot;special&quot; | G-21 | 9 B 2 |
| exceeds allowable number | G-22 | 9 B 8 |
| length of, general | G-21 | 9 B 3 |
| length of, &quot;special&quot; | G-22 | 9 B 4 |
| probationary period, second licenses | G-22 | 9 B 7 |
| return to own area center | G-23 | 9 B 9 |
| seniority | G-22 | 9 B 8 |
| Salaries and Welfare Benefits | G-4 | 3 |
| Salary Credit | G-8 | 3 C |
| newly appointed | G-8 | 3 C 1, 2 |
| per diem substitute service | G-8 | 3 C 2 |
| regular substitute service | G-8 | 3 C 1 |
| to-estate, vacation pay | G-10 | 3 E 2 a |
| to estate, termination pay | G-7 | 9 A 15 |
| Salary Differentials | G-1 | 3 A 1 |
| regular school psychologist | G-1 | 3 A 1 |
| substitute | G-4 | 3 A 4 |
| Salary, Next Step Advancement | G-7 | 3 A 4 |
| Salary Reopener | G-4 | 3 A 1 |
| Salary Schedule VIF and VIk | G-7 | 3 A 5 |
| regular school psychologist | G-4 | 3 A 1 |
| regular school social worker | G-4 | 3 A 1 |
| Salary Schedule Substitute next step | G-4 | 3 A 1 |
| regular | G-7 | 3 A 4 |
| Saving Clause | G-1 | 3 A 4 a |
| Scholarship fund | G-50 | 5 A 4 |
| Selective Service Examination | G-11 | 18 |
| Seconiority, Exceeding | G-24 | 3 F 2 |
| Seniority Transfer | G-26 | 10 A |
| Sick Leave (See also Absence and Leaves) | G-20 | 11 |
| absence for illness after 9/67 | G-20 | 9 A 7 |
| bank | G-20 | 9 A 6 |
| Board of Higher Education, transfer from borrowing additional | G-20 | 9 A 8 |
| credit military service | G-20 | 9 A 4 |
| credit for while establishing eligibiltiy, additional license | G-20 | 9 A 3 |
| credit on resumption of service after resignation | G-19 | 9 A 2 |
| credit on resumption of service after license terminated | G-20 | 9 A 5 |
| estate | G-21 | 9 A 15 |
| grievance on | G-37 | 15 B 2 |
| laboratory tests | G-20 | 9 A 9 |
| personal business | G-20 | 9 A 10 |
| physical check-up | G-20 | 9 A 9 |
| refunds, regular | G-20 | 9 A 10 |
| refunds, substitute | G-20 | 9 A 11 |
| reinstated after retirement | G-19 | 9 A 1 |
| self-treated regular | G-20 | 9 A 10 |
| self-treated, regular substitute | G-20 | 9 A 11 |</p>
<table>
<thead>
<tr>
<th>PAGE</th>
<th>ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>G-21</td>
<td>9 A 14</td>
</tr>
<tr>
<td>G-21</td>
<td>9 A 15</td>
</tr>
<tr>
<td>G-20</td>
<td>9 A 7</td>
</tr>
<tr>
<td>G-41</td>
<td>16</td>
</tr>
<tr>
<td>G-42</td>
<td>16 D</td>
</tr>
<tr>
<td>G-42</td>
<td>16 F</td>
</tr>
<tr>
<td>G-40</td>
<td>16</td>
</tr>
<tr>
<td>G-42</td>
<td>16 E</td>
</tr>
<tr>
<td>G-41</td>
<td>16 A</td>
</tr>
<tr>
<td>G-43</td>
<td>16 G</td>
</tr>
<tr>
<td>G-41</td>
<td>16 B</td>
</tr>
<tr>
<td>G-41, 42</td>
<td>16 C, D</td>
</tr>
<tr>
<td>G-41</td>
<td>16 C</td>
</tr>
<tr>
<td>G-42</td>
<td>16 F</td>
</tr>
<tr>
<td>G-41</td>
<td>16 B</td>
</tr>
<tr>
<td>G-41, 42</td>
<td>16 C, F</td>
</tr>
<tr>
<td>G-31</td>
<td>14 C</td>
</tr>
<tr>
<td>G-32</td>
<td>14 D</td>
</tr>
<tr>
<td>G-8</td>
<td>3 C 1</td>
</tr>
<tr>
<td>G-8</td>
<td>3 C 1</td>
</tr>
<tr>
<td>G-8</td>
<td>3 C 1</td>
</tr>
<tr>
<td>G-81</td>
<td>14 B</td>
</tr>
<tr>
<td>G-10</td>
<td>3 F 2</td>
</tr>
<tr>
<td>G-32</td>
<td>14 E</td>
</tr>
<tr>
<td>G-13</td>
<td>4 A 3</td>
</tr>
<tr>
<td>G-21</td>
<td>9 A 15</td>
</tr>
<tr>
<td>G-21</td>
<td>9 A 14</td>
</tr>
<tr>
<td>G-2, 3</td>
<td>I</td>
</tr>
<tr>
<td>G-26</td>
<td>11</td>
</tr>
<tr>
<td>G-27</td>
<td>11, 4</td>
</tr>
<tr>
<td>G-27</td>
<td>11, 3</td>
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<tr>
<td>G-17</td>
<td>11, 1</td>
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<tr>
<td>G-27</td>
<td>11, 4</td>
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<tr>
<td>G-28</td>
<td>11, 8</td>
</tr>
<tr>
<td>G-27</td>
<td>11, 6</td>
</tr>
<tr>
<td>G-28</td>
<td>11, 7</td>
</tr>
<tr>
<td>G-27</td>
<td>11, 5</td>
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<td>11, 1</td>
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<td>11, 2</td>
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<tr>
<td>G-32</td>
<td>14 F</td>
</tr>
<tr>
<td>G-28</td>
<td>12 A</td>
</tr>
<tr>
<td>G-2, 3</td>
<td>I</td>
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<tr>
<td>G-12</td>
<td>3 K</td>
</tr>
<tr>
<td>G-17</td>
<td>7 B</td>
</tr>
<tr>
<td>G-27</td>
<td>11, 2</td>
</tr>
<tr>
<td>G-9</td>
<td>3 E 2</td>
</tr>
<tr>
<td>G-11</td>
<td>9 G</td>
</tr>
<tr>
<td>G-10</td>
<td>3 F</td>
</tr>
</tbody>
</table>
| G-58 | }