9-9-1975

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 Addendum (1975)

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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 Addendum (1975)

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New York, NY

**Effective Date**
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**Expiration Date**
9-9-1978

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

**Union**
United Federation of Teachers

**Union Local**
2

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**Sector**
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**Comments**
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ADDENDUM TO THE 1975-1977 COLLECTIVE BARGAINING CONTRACT COVERING PARA-
PROFESSIONALS MODIFYING AND EXTENDING THE CONTRACT AND DEFERRING CERTAIN
INCREASES.

This Addendum is entered into between the Board of Education of the City
School District of the City of New York ("Board") and the United Federation
of Teachers ("Union") to comply with the provisions of the New York State
Financial Control Act for the City of New York.

I DEFINITION

As used in this Addendum, "the contract covering Paraprofessionals (contract)"
is the contract effective September 9, 1975 covering Teacher Aides, Educational
Assistants, Educational Associates, Auxiliary Trainers and Bilingual Pro-
fessional Assistants.

II MODIFICATION AND EXTENSION OF CONTRACT

All provisions of the contract covering paraprofessionals (contract) for the
period September 9, 1975 to September 9, 1977 as modified and supplemented
by the provisions of this Addendum shall remain in full force and effect

III DEFERRALS

The rates of pay and benefits set forth in the contract shall be paid in
accordance with the contract except:

A. The rates of pay set forth in Article Three A of the contract to
be effective September 9, 1975 shall be deferred in part in accordance with
the following:

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B. The cost-of-living adjustment provided in Article Three C of the
contract shall be paid in accordance with the contract until July 1, 1976.
Effective July 1, 1976 the cost-of-living adjustment shall be continued at
the rate existing on June 30, 1976 for the duration of this Addendum.

C. The Welfare Fund contribution of an additional $50 per year per
employee in the bargaining unit provided in Article Eight of the contract
which was to have been effective October 1, 1976 is deferred.

D. For the negotiation of the next successor contract for each affected
title, the rate of pay during the period of deferral shall be treated as in-
cluding the amount of the deferred increase. For all other purposes the rate
of pay during the period of deferral shall not include the amount of the de-
ferred increase.

IV REPAYMENT OF DEFERRED AMOUNTS

Should any employees of the City of New York or any other public employer as
defined in §173-3.0(g) of the New York City Administrative Code, whether or
not such an employer is a public employer or government within the meaning
of Article 14 of the Civil Service Law, subsequently be paid monies deferred
by them, the amounts deferred in accordance with Article III of this
Addendum shall be paid at the same time and on the same basis to and on be-
half of employees covered by this Addendum.

V PRODUCTIVITY COLA

In addition to the cost-of-living adjustments provided in the contract as
modified by Article IV B of this Addendum, "Productivity COLA" shall be paid
in accordance with the following, and subject to the provisions of Article VI of this Addendum:

A. As soon as the Consumer Price Index for Urban Wages Earners and Clerical Workers, New York, N.Y. -- Northeastern N.J. (Base Year 1967 = 100) for August 1976 is published by the Bureau of Labor Statistics U.S. Department of Labor, and exceeds by more than four-tenths (0.4) of a point the Index for March 1976, the employer shall pay an adjustment effective October 1, 1976 and during the period October 1, 1976 to March 31, 1977 to all employees covered by this Addendum at a rate of one cent per hour for each full four-tenths (0.4) of a point increase.

B. Should the Index published for February 1977, exceed by more than four-tenths (0.4) of a point the Index for March 1976, the employer shall pay an adjustment, effective April 1, 1977 to September 30, 1977 to all employees covered by this Addendum at a rate of one cent per hour for each full four-tenths (0.4) of a point increase.

C. Should the Index published for August 1977 exceed by more than four-tenths (0.4) of a point the Index for March 1976, the employer shall pay an adjustment effective October 1, 1977 and during the period October 1, 1977 to March 31, 1978 to all employees covered by this Addendum at a rate of one cent per hour for each full four-tenths (0.4) of a point increase.

D. Should the Index published for February 1978 exceed by more than four-tenths (0.4) of a point the Index for March 1976, the employer shall pay an adjustment effective April 1, 1978 and during the period April 1, 1978 to September 9, 1978 to all employees covered by this Addendum at a rate of one cent per hour for each full four-tenths (0.4) of a point increase.

E. An additional amount representing the difference between the amounts resulting from the above calculations and the amounts that would result if the rate were one cent per hour for each full three-tenths (0.3) of a point increase in the consumer price index is deferred.

F. No Productivity COLA shall be paid for increases in the cost-of-living index during the twelve-month period April 1, 1976 to March 31, 1977 which exceed six per cent of the CPI for March 1976 or for increases during the twelve-month period April 1, 1977 to March 31, 1978 which exceed six per cent of the Index for February 1977. Any portion of Productivity COLA not paid by reason of the limitations in this paragraph shall be deferred.

G. Payments of Productivity COLA shall not be deemed part of wages or compensation for the purpose of computing pension contributions of either an employee or the employer or in fixing any rights, benefits or allowances of an employee or his beneficiaries under the retirement system or plan to which he belongs, but shall be included for all other purposes covered by the contract.

H. As to the deferred items, if on June 30, 1977, the monies accumulated by productivity or other savings are in excess of the amounts needed to defray the cost of the cost-of-living adjustment as provided herein, the employer shall, consistent with its then existing overall financial condition, recommend to the EFCB the use of a portion of these surplus savings (a) to pay the difference between the rate of the Productivity COLA as herein provided and the rate deferred either retroactively or prospectively or both and or (b) any Productivity COLA deferred by reason of the 6% limitation imposed herein. For the contract period subsequent to June 30, 1977, a similar review shall be made on or after April 1, 1978. The EFCB shall have the right to determine whether the portion of the surplus recommended to be allocated to these payments is consistent with the employer's overall financial condition as well as what payments may be made.

VI PAYMENT OF PRODUCTIVITY COLA

A. A panel consisting of representatives of the Board of Education, the UFT and the City will be formed to develop productivity programs, and the panel shall determine the value of the increased productivity achieved through such programs; provided however, that the eligibility of the programs for the purpose of funding payments of "Productivity COLA' and the panel's determination of their value shall be subject to Control Board approval, and the determination of the Control Board shall be conclusive. The productivity savings resulting from implementation of the provisions of Article VII of this Addendum shall be applicable for purposes of Productivity COLA payments in the year in which they are achieved, subject to the approval of the Control Board.
B. All Productivity COLA payments must be funded through independently measured savings or other revenues, and in accordance with the general wage and salaries policies issued by the EFCB.

C. The sum of Productivity COLA payments in any fiscal year shall not exceed the value of the increase of productivity achieved in such fiscal year as approved by the Control Board or the amount calculated in accordance with Article V of this Addendum, whichever is less.

VII IN-SERVICE/CAREER TRAINING

The Board and the Union agree to reduce the cost to the Board of the in-service/career training program for paraprofessionals in accordance with the following which modifies the provisions of Article Nine (Career Training) of the contract:

A. Paraprofessionals who enroll for and complete at least three semester hours of study or training during the Fall 1976 and/or Spring 1977 semesters shall be reimbursed the difference, if any, between their tuition and fees for such study or training and the amount of tuition assistance received by them or on their behalf.

B. Beginning with the Summer 1977 in-service/career training program, the following shall apply:

1. Paraprofessionals must enroll for and complete at least three credits of study during each semester in which they enroll in the program.

2. Paraprofessionals must apply for tuition assistance applicable to the semester in which they are enrolled in the in-service/career training program. The Board will assist paraprofessionals in applying for tuition assistance.

3. The Board will pay directly to the college the difference between the tuition and fees and the amount of tuition assistance received by paraprofessionals or on their behalf enrolled in the program in accordance with the contract as modified by this Addendum, provided the paraprofessional makes a good faith effort to complete the course or courses in which he is enrolled.

4. Unless there are extenuating circumstances, the Board shall be entitled to recover from a paraprofessional who fails to apply for tuition assistance or who fails to complete the course or courses in which he is enrolled, the amount of the tuition and fees incurred by the Board and attributable to the incompleted course or courses, or attributable to the failure to apply for the tuition assistance.

C. The parties agree that they shall negotiate reductions in or offsets to the increased cost of the in-service/career training program in the event that during the 1977-78 contract year (1) the tuition and fees charged per enrollee in the program are increased by the colleges and/or (2) the amount of tuition assistance per enrollee in the program is decreased and the net effect of these changes is to substantially increase the cost of the program per enrollee. As used herein a substantial increase in cost means that the difference between the tuition and fees charged by the college on the one hand and the tuition assistance received by paraprofessionals on the other is, on the average, fifty percent greater per enrollee during 1977-78 than it was per enrollee during 1976-77.

D. Except as specifically modified in this Article, all provisions of Article Nine (Career Training) of the contract shall remain in force and effect for the duration of this Addendum.

VIII AGREEMENT CONCERNING LAYOFFS

The Board and the Union share the mutual goal of preventing any layoffs for fiscal year 1977-1978.

No layoffs shall be made except in accordance with the Financial Emergency Act, which requires that the Board "shall seek to achieve a stabilized work force...and, to the extent a reduction in the work force is required, primary recourse shall be had to the attrition process to accomplish such reduction."
Where layoffs are scheduled, the following procedure shall be used:

(1) Notice shall be provided to the Union not less than 30 days before the effective dates of such projected layoffs.

(2) Within such 30-day period designated representatives of the Board of Education will meet and confer with the designated representatives of the Union and of the City of New York with the objective of considering feasible alternatives to all or part of such scheduled layoffs.

IX DURATION

This Addendum and each of its provisions shall be in effect in accordance with its terms until September 9, 1978.

FOR THE BOARD

FOR THE UNION

Dated: ______________________
ADDENDUM TO THE 1975-1977 COLLECTIVE BARGAINING CONTRACTS COVERING DAY SCHOOL
TEACHERS AND OTHER PEDAGOGICAL PERSONNEL MODIFYING AND EXTENDING THE CONTRACTS
AND DEFERRING CERTAIN SALARY INCREASES.

This Addendum is entered into between the Board of Education of the City
School District of the City of New York ("Board") and the United Federation of
Teachers and/or its Functional Chapters ("Union") to comply with the provisions
of the New York State Financial Control Act for the City of New York.

I DEFINITIONS

As used in this Addendum the terms listed below shall be deemed to have the
following meaning:

A. Contract covering Day School Teachers: The contract effective September
9, 1975 covering Day School Teachers, Teachers Assigned, Per Session Teachers, WNYE
Teachers, NEP Teachers and Counselors and MDP Employees.

B. Contracts covering Other Pedagogical Employees: The contracts effective
September 9, 1975 covering employees in the following units:
1. Attendance Teachers
2. Bilingual Teachers in School and Community Relations
3. Day School Counselors, Per Session Counselors and Counselors Assigned
4. Laboratory Specialists, Laboratory Technicians and Per Session
   Laboratory Specialists
5. School Secretaries
6. School Social Workers, School Psychologists, School Psychologists-in-
   Training, and Mental Health Workers

II MODIFICATION AND EXTENSION OF CONTRACTS

All provisions of the contracts covering Day School Teachers and
Other Pedagogical Employees for the period September 9, 1975 to
September 9, 1977 as modified and supplemented by the provisions of
this Addendum shall remain in full force and effect until September 9, 1973.

This Addendum shall be implemented in accordance with the Emergency
Financial Control Board resolution of February 7, 1977 applicable to the
contracts.

III DEFERRALS

The salaries and benefits set forth in each of the contracts shall
be paid in accordance with the contracts except:

A. The new intermediate differential applicable to holders of
the master's degree is deferred one year until September 9, 1976.

B. The longevity increments which were to be paid effective October 1, 1975 are deferred for one year, until October 1, 1976.

C. The 1976 cost-of-living adjustment (COLA) of $336 set forth in Article 3 of the Agreements shall be paid on December 1, 1976 to all employees eligible therefore under the contracts who are not eligible to be paid longevity increments as of October 1, 1976. The 1976 COLA payment of $336 is deferred for employees who are paid a longevity increment as of October 1, 1976.

D. The cost-of-living adjustment of $336 set forth in Section C above shall be continued at the same rate during 1977-78, but this 1977 COLA payment is deferred for all employees.

E. Step increments which were to be paid on or after July 1, 1976 to September 9, 1978 are deferred except that one such step increment shall be paid effective February 1, 1978 to those who became eligible for step increments during the period July 1, 1976 to February 1, 1978.

F. The Welfare Fund contribution of an additional $50 per year per employee in the bargaining unit which was to have been effective October 1, 1976 is deferred.

G. Payment of the general increase of $500 in salary effective July 1, 1975 provided for employees in the title of mental health worker in Article 17 C of the contract covering school psychologists and school social workers shall be deferred in the amount of $170 for a period of one year.

The cost of living adjustments applicable to mental health workers set forth in Article 17 E of the contract covering school psychologists and school social workers shall be continued at the existing rate therein for the duration of this Addendum.

H. For the purposes of computing retirement allowances of employees and for the negotiation of the next successor contract for each affected unit or title, the salary rate during the period of deferral shall be treated as including the amount of the deferred increase, except that the deferred step increments of employees who retire during the period July 1, 1976 to September 9, 1978 shall not be included in computing their retirement allowances. For all other purposes the salary rate during the period of deferral shall not include the amount of the deferred increase.
Should any employees of the City of New York or of any other public employer as defined in §1173-3.0(g) of the New York City Administrative Code, whether or not such an employer is a public employer or government within the meaning of Article 14 of the Civil Service Law, subsequently be paid monies deferred by them, the amounts deferred in accordance with Article III of this Addendum shall be paid at the same time and on the same basis to and on behalf of employees-covered by this Addendum.

V PRODUCTIVITY COLA

In addition to the cost-of-living adjustments provided in the contracts "Productivity COLA" shall be paid in accordance with the following, and subject to the provisions of Article VI of this Addendum:

A. As soon as the Consumer Price Index for Urban Wages Earners and Clerical Workers, New York, N.Y. -- Northeastern N.J. (Base Year 1967 = 100) for August, 1975 is published by the Bureau of Labor Statistics U.S. Department of Labor, and exceeds by more than four-tenths (0.4) of a point the Index for March 1976, the employer shall pay an adjustment effective October 1, 1976 and during the period October 1, 1976 to March 31, 1977 to all employees covered by this Addendum at a rate of twenty-one dollars ($21) per annum for each full four-tenths (0.4) of a point increase.

B. Should the Index published for February 1977 exceed by more than four-tenths (0.4) of a point the Index for March 1976, the employer shall pay an adjustment, effective April 1, 1977, and during the period April 1, 1977 to September 30, 1977 to all employees covered by this Addendum at a rate of twenty-one dollars ($21) per annum for each full four-tenths (0.4) of a point increase.

C. Should the Index published for August 1977 exceed by more than four-tenths (0.4) of a point the Index for March 1976, the employer shall pay an adjustment effective October 1, 1977 and during the period October 1, 1977 to March 31, 1978 to all employees covered by this Addendum at a rate of twenty-one dollars ($21) per annum for each full four-tenths (0.4) of a point increase.

D. Should the Index published for February 1978 exceed by more than four-tenths (0.4) of a point the Index for March 1976, the employer shall pay an adjustment, effective April 1, 1978 and during the period April 1, 1978 to September 9, 1978 to all employees covered by this Addendum at a rate of twenty-one dollars ($21) per annum for each full four-tenths (0.4) of a point increase.

E. An additional amount representing the difference between the amounts resulting from the above calculations and the amounts that would result if the rate were twenty-one dollars ($21) per annum for each full three-tenths (0.3) of a point increase in the consumer price index is deferred.
F. No Productivity COLA shall be paid for increases in the cost-of-living index during the twelve-month period April 1, 1976 to March 31, 1977 which exceed six per cent of the CPI for March, 1976 or for increases during the twelve month period April 1, 1977 to March 31, 1978 which exceed six per cent of the index for February 1977. Any portion of Productivity COLA not paid by reason of the limitations in this paragraph shall be deferred.

G. Payments of Productivity COLA shall not be deemed part of wages or compensation for the purpose of computing pension contributions of either an employee or the employer or in fixing any rights, benefits or allowances of an employee or his beneficiaries under the retirement system or plan to which he belongs, but shall be included for all other purposes covered by the contracts.

H. All Productivity COLA payments must be funded through independently measured savings or other revenues, and in accordance with the general wage and salaries policies issued by the EFCB.

I. As to the deferred items, if on June 30, 1977, the monies accumulated by productivity or other savings are in excess of the amounts needed to defray the cost of the cost-of-living adjustment as provided herein, the employer shall consistent with its then existing overall financial condition, recommend to the EFCB the use of a portion of these surplus savings(a) to pay the difference between the rate of the Productivity COLA as herein provided and the rate deferred either retroactively or prospectively or both and or (b) any Productivity COLA deferred by reason of the 6% limitation imposed herein. For the contract period subsequent to June 30, 1977, a similar review shall be made on or after April 1, 1978. The EFCB shall have the right to determine whether the portion of the surplus recommended to be allocated to these payments is consistent with the employer's overall financial condition as well as what payments may be made.

J. The provisions of this Article shall be applied to other than full-time per annum employees in the same manner as is applicable to other City employees.

VI PAYMENT OF PRODUCTIVITY COLA

1. Funding of Productivity COLA payments shall be in accordance with the resolution of the Emergency Financial Control Board adopted February 7, 1977.

2. A panel consisting of representatives of the Board of Education, the UFT and the City will be formed to develop productivity programs, and the panel shall determine the value of the increased productivity achieved through such programs; provided however, that the eligibility of the programs for the purpose of funding payments of "Productivity COLA" and the panel's determination of their value shall be subject to Control Board approval, and the determination of the Control Board shall be conclusive. The productivity savings resulting from implementation of the
provisions of Article VII of this Addendum shall be applicable for purposes of Productivity COLA payments in the year in which they are achieved, subject to the approval of the Control Board.

3. The sum of Productivity COLA payments in any fiscal year shall not exceed the value of the increase of productivity achieved in such fiscal year as approved by the Control Board pursuant to Section 1 of this Article or the amount calculated in accordance with Article V of this Addendum, whichever is less.

VII SAVINGS NOT AFFECTING INSTRUCTIONAL TIME FOR STUDENTS

A portion of the Board's required savings for fiscal year 1977-1978 shall be those savings resulting from the provisions of this Article.

A. The Board and the Union shall jointly support legislation to permit the Board to amortize its annuity contribution to the Teachers Retirement System due in fiscal year 1977-1978 over the average working lifetime of eligible employees. No employee shall have his annuity entitlement reduced or impaired as a result of such deferral of payment, or as a result of any other provision of this Addendum.

B. Part B medicare reimbursement shall be in accordance with City-wide policy and applicable law.

C. Employee check cashing privileges shall be in accordance with City-wide policy.

D. Because of the financial emergency in addition to the unpaid coverages provided in Article 7.D.6 of the Day School Teacher contract, high school teachers may be assigned to 35 additional unpaid coverages during the 1977-1978 school year. However, high school teachers shall not be assigned to more than two unpaid coverages during preparation time in any one week. To the extent possible these assignments shall be made on a rotation basis.

E. During the 1977-78 school year junior high school teachers will be scheduled to teach one additional period per week, up to a maximum of 26 periods per week. In the few cases where exceptions are necessary, the additional period per week may be used for an unpaid coverage.

Where a coverage is required in a school and a teacher is available to provide such coverage on an unpaid basis because he has not been scheduled to teach an additional period per week, he shall be given the coverage assignment before other teachers in the school are assigned.

F. Two conference days for day school teachers and laboratory specialists before the start of the school year are eliminated effective
in September 1977.

G. Article 7 A 5 b (1) and (3) and Appendix C III 1 of the Day School Teachers contract are modified as follows:

1. Teachers of the homebound shall work a six hour and 30 minute day.

2. The maximum number of pupils assigned to teachers of the homebound shall be six, to the extent permitted by the budget.

H. The Amendment to the 1975 Contract Covering School Psychologists and School Social Workers covering the period beginning the summer of 1976 until September 9, 1977 is incorporated herein. The provisions of the Amendment to the 1975 Contract Covering School Psychologists and School Social Workers are hereby extended until September 9, 1978 in accordance with the following:

1. Section B (Schedule of Hours) shall apply for both the 1976-77 school year and the 1977-78 school year.


3. The evening service and vacation schedules applicable to 1977-1978 shall be determined upon mutual agreement of the parties after a review of the 1976-1977 experience. Should the parties fail to agree on an alternative schedule, the schedule in effect during 1976-1977 shall be continued during 1977-1978.

I. If possible, for the 1977-78 school year three teaching days will be scheduled at the beginning of the year and one more day on Lincoln's Birthday or at the end of the year to provide for the closing of schools during the entire week of Washington's Birthday. This will provide energy savings and will provide a mid-winter vacation as is common among other school districts. If this schedule change costs the Board of Education more money than the regular schedule, the UFT will provide additional productivity savings to cover the additional cost or the schedule change will not be implemented.

VIII AGREEMENT CONCERNING LAYOFFS

The Board and the Union share the mutual goal of preventing any layoffs for fiscal year 1977-1978.

No layoffs shall be made except in accordance with the Financial
Emergency Act, which requires that the Board "shall seek to achieve a stabilized work force...and, to the extent a reduction in the work force is required, primary recourse shall be had to the attrition process to accomplish such reduction."

Where layoffs are scheduled, the following procedure shall be used:

(1). Notice shall be provided to the Union not less than 30 days before the effective dates of such projected layoffs.

(2). Within such 30-day period designated representatives of the Board of Education will meet and confer with the designated representative of the Union and of the City of New York with the objective of considering feasible alternatives to all or part of such scheduled layoffs, including but not limited to:

(a). The use of Federal and State funds whenever possible to retain or reemploy employees scheduled for layoff, and

(b). Encouragement of early retirement and the expediting of the processing of retirement applications.

In addition to the procedures above, and in accordance with the parties' efforts to eliminate or reduce layoffs of the work force, prior to the 1977 Fall organization of high schools, representatives of the UFT, the Board and the City shall meet for the purpose of preventing or minimizing tipping for the Spring term.

IX. DURATION

This Addendum and each of its provisions shall be in effect in accordance with its terms until September 9, 1978.

Dated: Brooklyn, New York

FOR THE BOARD

Robert J. Christen, President

FOR THE UNION

Albert Shanker, President