9-9-1982

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 (1982)
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 (1982)

Location
New York, NY

Effective Date
9-9-1982

Expiration Date
9-9-1984

Number of Workers
10000

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

Union
United Federation of Teachers

Union Local
2

NAICS
61

Sector
Local government

Item ID
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Comments
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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

Bilingual Professional Assistant

September 9, 1982 - September 9, 1984
BOARD OF EDUCATION

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DR. THOMAS K. MINTER, Deputy Chancellor for Instruction
Prepared by the

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of the

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Jerry Rothman
Jack Schloss
Adrienne D. Trott

Inquiries may be forwarded to:

Office of Labor Relations and Collective Bargaining
110 Livingston Street
Brooklyn, New York 11201
212 596-6992
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AGREEMENT MADE AND ENTERED INTO by and between THE BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK (hereinafter referred to as the "BOARD") and 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, Prekindergarten 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 exclusive bargaining representative of all employees in the titles Teacher Aide, Educational Assistant, Educational Associate, Auxiliary Trainer and Bilingual Professional Assistant effective September 9, 1975; and

WHEREAS, the parties entered into an Agreement effective September 9, 1980 until September 9, 1982; and

WHEREAS, the parties entered into a 1982-84 Municipal Coalition Economic Agreement effective as of September 9, 1982 the terms of which are incorporated in this Agreement; 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 recognized the Union as the exclusive bargaining representative of all employees employed in the titles of Teacher Aide, Educational Assistant, Educational Associate, Auxiliary Trainer and Bilingual Professional Assistant. These persons and each of them are hereinafter referred to variously 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 renegotiation 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 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>Title</th>
<th>Effective September 9, 1982</th>
<th>Effective November 9, 1982</th>
<th>Effective September 9, 1983</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher Aide</td>
<td>5.54</td>
<td>6.03</td>
<td>6.52</td>
</tr>
<tr>
<td>Educational Asst. (1)</td>
<td>6.19</td>
<td>6.69</td>
<td>7.18</td>
</tr>
<tr>
<td>Educational Asst. A-I (1a)</td>
<td>6.29</td>
<td>6.79</td>
<td>7.28</td>
</tr>
<tr>
<td>Educational Asst. A-II (2)</td>
<td>6.38</td>
<td>6.89</td>
<td>7.38</td>
</tr>
<tr>
<td>Educational Asst. B (3)</td>
<td>6.63</td>
<td>7.16</td>
<td>7.66</td>
</tr>
<tr>
<td>Educational Assoc. (4)</td>
<td>7.58</td>
<td>8.19</td>
<td>8.76</td>
</tr>
<tr>
<td>Auxiliary Trainer (5)</td>
<td>8.00</td>
<td>8.64</td>
<td>9.24</td>
</tr>
<tr>
<td>Bilingual Prof. Asst.*</td>
<td>8.00</td>
<td>8.64</td>
<td>9.24</td>
</tr>
</tbody>
</table>

*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: 6 semester hours of approved college courses, and one year of experience in the program.
2a. 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 satisfactorily completing 6 semester hours of approved college courses.

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.

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B. Municipal Coalition Economic Agreement

1. Incorporation in this Agreement

The 1982-84 Municipal Coalition Economic Agreement entered into by the parties and effective as of September 9, 1982 is set forth infra and incorporated into this Agreement as required by Section 11 of the 1982-84 Municipal Coalition Economic Agreement.

2. Repayment of Deferred Amounts

The repayment of amounts deferred by employees represented by the Union shall be in accordance with the Deferral Payment Agreement or the Companion Agreement as applicable.
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

Assignments to programs shall be made for five hours and 30 minutes per day, or 27 1/2 hours per week, exclusive of a duty free lunch period equal to that of teachers in the school.
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 or community superintendent.

ARTICLE SEVEN

VACATIONS AND SUMMER PAYMENTS

A. 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.

B. Summer Payments

In each year of the Agreement there shall be two summer payments, one for July and one for August which shall be in accordance with the following schedule:

<table>
<thead>
<tr>
<th></th>
<th>July</th>
<th>August</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Summer 1983</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Teacher Aide</td>
<td>480.89</td>
<td>480.89</td>
</tr>
<tr>
<td>Educational Assistant</td>
<td>533.53</td>
<td>533.53</td>
</tr>
<tr>
<td>Educational Assistant &quot;A-I&quot;</td>
<td>541.50</td>
<td>541.50</td>
</tr>
<tr>
<td>Educational Assistant &quot;A-II&quot;</td>
<td>549.48</td>
<td>549.48</td>
</tr>
<tr>
<td>Educational Assistant &quot;B&quot;</td>
<td>571.01</td>
<td>571.01</td>
</tr>
<tr>
<td>Educational Associate</td>
<td>653.15</td>
<td>653.15</td>
</tr>
<tr>
<td>Auxiliary Trainer</td>
<td>689.04</td>
<td>689.04</td>
</tr>
<tr>
<td>Bilingual Prof. Assistant</td>
<td>689.04</td>
<td>689.04</td>
</tr>
<tr>
<td><strong>Summer 1984</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Teacher Aide</td>
<td>519.97</td>
<td>519.97</td>
</tr>
<tr>
<td>Educational Assistant</td>
<td>572.61</td>
<td>572.61</td>
</tr>
<tr>
<td>Educational Assistant &quot;A-I&quot;</td>
<td>580.58</td>
<td>580.58</td>
</tr>
<tr>
<td>Educational Assistant &quot;A-II&quot;</td>
<td>588.55</td>
<td>588.55</td>
</tr>
<tr>
<td>Educational Assistant &quot;B&quot;</td>
<td>610.89</td>
<td>610.89</td>
</tr>
<tr>
<td>Educational Associate</td>
<td>698.61</td>
<td>698.61</td>
</tr>
<tr>
<td>Auxiliary Trainer</td>
<td>736.89</td>
<td>736.89</td>
</tr>
<tr>
<td>Bilingual Prof. Asst.</td>
<td>736.89</td>
<td>736.89</td>
</tr>
</tbody>
</table>
The July and August payments shall be pro-rated on the basis of the number of school days worked by the paraprofessional during the school year as a percentage of the number of school days during said year.

For the purposes of this provision, summer payments shall be deemed to cover the period from the end of the third to last week day in June until the Wednesday following Labor Day.

Paraprofessionals shall not be entitled to the summer payments for the succeeding summer if they leave the employ of the Board prior to December 1st of any year unless:

a) they are on authorized leave; or
b) they are reemployed by the board or the City after December 1st of that school year; or

c) they have been employed by the Board in the two preceding school years.

Entitlement to the summer payments shall be further conditioned upon the employee's execution of appropriate statements in accordance with arbitration award A-826-79.
ARTICLE EIGHT

WELFARE FUND

The Board will provide funds at the rate of $570 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 September 9, 1983, the Board will provide for such purposes additional funds at the rate of $75 per year per each such employee, for a total of $645 per year.

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 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. Career Training Program

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 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 this Agreement, 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 incompletely course or courses, or attributable to the failure to apply for the tuition assistance.
B. School-Year Training

1. The Board will grant each college semester to bargaining unit employees released time of 2 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. Employees who are enrolled in the college training program financed by the Human Resources Administration will be covered by the provisions of the preceding sub-paragraphs only in the event that the Human Resources Program is discontinued.

C. 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.

D. 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.

E. Continuance for Laid Off Employees

Paraprofessionals who are laid off shall be permitted to continue in the career training program for one term following their layoff.

F. Summer Training

1. In the summer, the Board will make available to all employees covered by this Agreement having a high school or a 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 $40 per week to each employee who regularly works 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 paraprofessional 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.

6. Union Contribution

The Union will contribute each year toward career training an amount equal to 15% 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
SUMMER AND OTHER PER SESSION WORK

Summer and other per session work which is available in the district shall be given to applicants in the bargaining unit in the district in order of their district seniority. If no bargaining unit employee in the district applies, the senior bargaining unit applicant from outside the district will be selected. For applicants outside the district, seniority is defined as the length of service as a paraprofessional employee in the unit.

The application of this paragraph of Article Ten to Adult Education programs will be the subject of continuing negotiations between the parties.

Summer and other per session work shall be paid at the hourly rates set forth 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 with health insurance coverage on a 12 month basis.

B. 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.
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 Division of Personnel 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. Paraprofessionals 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 may apply for a leave for reasons of personal illness, including pregnancy-related disabilities, and such leave shall be granted, subject to approval of the Medical Bureau. They shall be entitled to return within one year on the basis of seniority and shall regain the seniority and other rights they had before leaving. Any leave granted under this Section may, subject to approval of the Medical Bureau, be extended for a period of one additional year.

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. Employees with two or more years of service who leave for reasons of illness in the immediate family shall be entitled to return within one year on the basis of seniority and shall regain the seniority and other rights they had before leaving. 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.

i. 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.

j. All applications for leaves of absence within the provisions
of this Article shall be forwarded to the Division of Personnel
with proper medical documentation attached for approval.
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, required in the specifications for the program.

2. The employee possesses special knowledge or skills such as bilingual 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 para-professional 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 bilingual 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 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.

An "available" position as used herein is a new or vacant position or the position of a paraprofessional 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 shall regain the seniority he had, and shall be credited with the accumulated sick leave to which he was entitled, at the time he was laid off.

The right of an employee in the bargaining unit to be recalled under Section B of this Article shall end after he has been laid off continuously for four years.
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 determination 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 paraprofessionals 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 a 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

1. 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.

2. Paraprofessionals receiving Workers' Compensation will be granted leaves of absence without pay.

B. Assistance in Assault Cases

1. The principal shall report as soon as possible but within 24 hours to the Office of Legal Services and to the Director 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 Office of Legal Services and to the Director 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 Office of Legal Services shall inform the parapro­fessional immediately of his rights under the law and shall provide such information in a written document.

3. The Office of Legal Services shall notify the paraprofessional of its readiness to assist the paraprofessional.

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

4. Should the Office of Legal Services fail to provide an attor­ney to appear with the paraprofessional in Family Court, the Board will reimburse the paraprofessional if he retains his own attorney for only one such appearance in an amount up to $40.

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

6. The provisions of the 1982-83 Chancellor's Memorandum entitled "Assistance to Staff in Matters Concerning Assaults" shall apply.
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 Division of Personnel 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/or child care and returns to employment in the district within four 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 or to teach within the New York City school system and returns to employment in the district within one year shall regain the seniority 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.

C. Upon application a leave of absence without pay will be granted to an employee to serve as a school secretary assistant or bilingual school secretary assistant. Such leave shall be for up to 18 months, but shall terminate upon cessation of employment as a school secretary assistant or bilingual school secretary assistant. Upon termination of the leave the employee who returns to the district as a paraprofessional shall regain the seniority he had at the time he left and shall be credited with his accumulated sick leave at the time of his return.
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 paraprofessional 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 paraprofessional employees.
ARTICLE TWENTY

SAFETY

A. School Safety Plan

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 Director of School Safety.

A complaint by a paraprofessional 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 paraprofessional 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 paraprofessional within 24 hours after receiving the appeal.

If the paraprofessional is not satisfied with the decision of the community superintendent or assistant superintendent, he may appeal in writing to the Director of School Safety and request a hearing, as promptly as possible after receiving the decision of the community superintendent or assistant superintendent.

The Director of School Safety shall render his decision in writing to the paraprofessional 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 Director of School Safety shall be final and binding.

Where a substantial number of paraprofessionals have a complaint the chapter committee, upon their request, may initiate the complaint in their behalf.

Where all paraprofessionals in the school are affected, the chapter committee may initiate a complaint on behalf of all paraprofessionals.
B. Health and Safety Information

The Board will issue a circular advising staff of their rights under the New York State Occupational Safety and Health Act (SOSHA), and post the notices required by law.
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 paraprofessional 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, except that salary or leave grievances shall be initiated by the Union to the Division of Personnel at Step 3 of this procedure and the decision shall be treated as a decision of the Chancellor.

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 or assistant superintendent as the Board representative at Step 2.

Board Level (Step 3)

If the grievance is not resolved at Step 2, the Union 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. 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 Steps 1, 2, or 3, the employee or the Union, as applicable, may appeal the grievance to the next higher step.
A grievance which has not been resolved by the Chancellor at Step 3 may be appealed by the Union 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, with a copy to the Board, shall be filed 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 and 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 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 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.

If the Union is not satisfied with the determination made at Step 3, it may appeal to the Grievance Panel established under Article Twenty-One of this Agreement for final arbitration.

The time limits at each step for review of discharge complaints shall be the same as for grievances filed pursuant to Article Twenty-One of this Agreement.
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.

D. Agency Fee Deduction

The Board shall deduct from the wage or salary of employees in the bargaining unit who are not members of the UFT the amount equivalent to the dues levied by the UFT and shall transmit the sum so deducted to the UFT, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The UFT affirms it has adopted such procedure for refund of agency shop deduction as required in Section 3 of Chapters 677 and 678 of the Laws of the State of New York. This provision for agency fee deduction shall continue in effect so long as the UFT establishes and maintains such procedure.

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

The Union agrees to hold the Board harmless against claims arising out of the deduction and transmittal of agency shop fees where there is a final adjudication by a court or arbitrator or by PERB that said agency shop fees should not have been deducted and/or transmitted to the Union.
The agency shop fee deductions shall be made following the same procedures as applicable for dues check-off, except as otherwise mandated by law or this Article of the Agreement.

E. Political Check-Off

The Board will arrange for voluntary payroll deduction contributions for federal political contests in accordance with Title 2, Section 441b of the United States Code.
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 paraprofessional policy and 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 paraprofessional 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 paraprofessional chapter chairman shall be allowed two days 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.

C. The Union agrees that it will not seek through legislation or through revision of civil service regulations to change the present non-competitive civil service status of paraprofessionals.
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
COMMISSIONER'S REGULATIONS
The Commissioner's Regulations regarding minimum educational requirements are applicable to paraprofessionals covered by this Agreement.
ARTICLE THIRTY-FIVE

DEFINITIONS

A. Wherever the term "semester hours" is used in this Agreement, it shall mean college credits.

B. 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.

ARTICLE THIRTY-SIX

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-SEVEN

DURATION

This Agreement shall become effective as of September 9, 1982 and shall continue in full force and effect until September 9, 1984.

SIGNATORIES

__________________________
Joseph G. Barkan
President
The Board of Education
of
The City School District
of the City of New York

Date:

__________________________
Albert Shanker
President
United Federation of Teachers, Local 2
American Federation of Teachers, AFL-CIO
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The agreements we have expired September 1975.

10-6-73
MISS BUNHAM
AFT LOCAL 2
777 7500
260 Park A. S. #830263
APPROX 60,000 EDC
AS OF 10-6-73