

AGREEMENT

between

THE BOARD OF EDUCATION

of the

CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK

and

DISTRICT COUNCIL 37

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO

covering

ACCOUNTANT AND STATISTICIAN PERSONNEL

CLERICAL AND ADMINISTRATIVE PERSONNEL

COMPUTER PERSONNEL

GENERAL SERVICES PERSONNEL

MOTOR VEHICLE OPERATORS

SUPERVISORY CLERICAL PERSONNEL

March 3, 2008 – March 2, 2010

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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 District Council 37, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

WHEREAS, the Board has voluntarily endorsed the practices and procedures of collective bargaining as a peaceful, fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the special functions and obligations of the Board, are permitted by law and are consonant with the paramount interests of the school children, the school system and the public; and

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

WHEREAS, pursuant to the Statement of Policies, the Board had heretofore issued to the Union separate Certificates of Exclusive Bargaining Status covering its employees in each of the following units; Accountant and Statistician Personnel, Clerical and Administrative Personnel, Computer Personnel, General Services Personnel, Motor Vehicle Operators, Supervisory Clerical Personnel; and the Certificates have continued in effect; and

WHEREAS, by virtue of these Certificates the Board had recognized the Union for purposes of negotiating on terms and conditions of employment as the collective bargaining representative for a single unit of all employees covered by these Certificates; and

WHEREAS, pursuant to Board policy and the Public Employees' Fair Employment Act, the Board and its designated representatives have met with representatives of the Union and have fully considered and discussed with them, on behalf of the employees in the bargaining unit, changes in working conditions, improvement in pension benefits and machinery for the presentation and adjustment of certain types of complaints; it is agreed as follows:

ARTICLE I

UNION RECOGNITION

1. The Board recognizes the Union as the exclusive bargaining representative for a single unit of all employees with the exceptions noted below, in the following groupings of titles as listed in the Appendix hereinafter collectively referred to as "employees" or separately as "Accountants and Statisticians," "Clerical and Administrative Personnel," "Computer Personnel," "General Services Personnel," "Motor Vehicle Operators" and "Supervisory Clerical Personnel."

(Except those employees in the titles specified above who work in the Offices of Members of the Board of Education, in the Office of the Chancellor, in the Office of the Deputy Chancellor, in the Office of Labor Relations and Collective Bargaining and those employees who are regularly assigned to perform work of a confidential nature relating to collective bargaining in the Division of Personnel and in the Office of the Secretary of the Board of Education.)

2. The terms of this Agreement will apply to part time employees only as specifically indicated herein. It is understood that part-time employees will continue to receive those benefits they currently enjoy under the Board's present policy.

Part-time employees are defined as part-time per annum, hourly, per diem, per session and seasonal employees who work at least one-half the regular hours of full time employees in the same title.

The following provisions of this Agreement shall apply to part-time employees:

Article II	(Fair Practices)
Article VIII	2, 3 (Welfare Benefits and Health Insurance)
Article XVIII	(Personnel Folders)
Article XX	(Safety)
Article XXII	(Garnishment)
Article XXIII	(Complaint and Grievance Procedures)
Article XXIV	A, B, F, H (Personnel and Pay Practices)
Article XXV	(Identification Cards)

Article XXIX	(Check-Off and Agency Shop)
Article XXX	(Union Orientation Information)
Article XXXIII	(Discussions with the Union)
Article XXXIV	(Due Process Procedures)
Article XXXV	(Working Facilities)
Article XXXVI	(Conformity to Law-Saving Clause)
Article XXXVII	(No-Strike Pledge)
Article XXXXI	(Duration)

3. Nothing contained herein shall be construed to prevent any Board official from meeting with any employee organization representing employees in the unit covered by this Agreement 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.

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

5. 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 XXIII.

6. 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 II

### FAIR PRACTICES

The Union agrees to maintain its eligibility to represent all employees by continuing to

admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status and to represent equally all employees with out regard to membership or participation in, or association with the activities of, any employee organization.

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

### ARTICLE III

#### HOURS OF WORK AND WORKWEEK

##### A. Normal Workweek

1. The regular workweek for Accountants and Statisticians, Clerical and Administrative Personnel, Computer Personnel, General Service Personnel, Motor Vehicle Operators and Supervisory Clerical Personnel shall be from 9:00 a.m. to 5:00 p.m., Monday through Friday, including one (1) hour for lunch daily.

2. The regular workweek for Motor Vehicle Operators shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday, including one (1) hour for lunch daily.

3. The regular workweek of General Service Employees, with the exception of Foremen of Exterminators and Exterminators, shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday, including one (1) hour for lunch daily.

The regular workweek for Foremen of Exterminators and Exterminators will be from 9:00 a.m. to 5:00 p.m., Monday through Friday, including one hour for lunch daily.

4. Effective December 31, 1985, incumbents in the electronic data processing related titles covered by this Agreement, duly assigned to and working a three-day per week, twelve hours per day schedule will be paid in addition to their regular annual salary one (1) hour's pay at straight time for the 36th hour in each week. Said one (1) hour's pay shall be calculated as 1/1827 of the employee's annual salary. This payment for the 36th hour of work shall be paid to the employee, described above as long as the employee is regularly assigned to a three-day, twelve

(12) hours per day workweek and remains in pay status.

Effective January 1, 1983, pursuant to the decision of the Equity Panel, there shall be a 10% premium for the 36th hour of work for all employees in EDP titles covered by the Boardwide Agreement who are assigned to work a three-day per week, twelve (12) hours per day workweek.

B. Summer Workweek

The following summer hours and workweek shall begin on July 1 and terminate on Labor Day.

The regular workweek shall be from 9:00 a.m. to 4:00 p.m., Monday through Friday, including one hour for lunch daily.

The regular workweek for Accountants and Statisticians, Clerical and Administrative Personnel, Computer Personnel, (except those working a three-day week) Exterminators and Supervisory Clerical Personnel shall be from 9:00 a.m. to 4:00 p.m., Monday through Friday, including one hour for lunch daily.

The regular workweek for Motor Vehicle Operators, and General Service Personnel (except Foremen of Exterminators and Exterminators) shall be from 8:00 a.m. to 4:00 p.m., Monday through Friday, including one hour for lunch daily.

Shortened workdays shall not be available to those employees who work in air-conditioned facilities (as currently provided) nor for "outdoor and field personnel"; provided however, that "outdoor and field personnel" who, in the past had been entitled to shortened workday schedules but are not so entitled hereunder, and who return to an office location at the end of the workday shall be entitled to the same summer schedules enjoyed by office personnel at such location on such day.

During this period, the provisions of Section A immediately above, shall not apply to an employee who has been employed less than one year.

C. Variations in Workweek

The daily working hours as provided in Sections A and B above, may be varied so long as there is no change in the total number of daily working hours.

D. Lateness caused by a verified major failure of public transportation, such a widespread



or total power failure of significant duration or other catastrophe of similar severity, shall be excused.

ARTICLE IV

HOLIDAYS

The following days will be regular paid holidays when falling on a regular workday:

- |                               |                  |
|-------------------------------|------------------|
| New Year's Day                | Labor Day        |
| Martin Luther King's Birthday | Columbus Day     |
| Lincoln's Birthday            |                  |
| Washington's Birthday         | Veterans' Day    |
| Good Friday                   | Thanksgiving Day |
| Memorial Day                  | Christmas Day    |
| Independence Day              |                  |

If any of the holidays enumerated above falls on a Sunday, it shall be observed on the Monday immediately following.

If Christmas Day or New Year's Day falls on a Saturday, employees normally scheduled to work the Friday immediately preceding will be given the Friday off with pay.

In addition, such days of religious observance for which the schools are closed, as may be designated by the Chancellor as holidays for employees covered by this Agreement, will be regular paid holidays when falling on a regular work day.

Employees hired before July 1, 2004 who work on Election Day, 1995 or any Election Day in subsequent years shall receive a "floating holiday" which must be used on or before August 31<sup>st</sup> of the school year in which the employee receives the "floating holiday." Employees shall not receive any cash premium for work on Election Day, 1995 or work on Election Day in subsequent years. Employees newly hired on or after July 1, 2004 shall not be entitled to the "floating holiday".

ARTICLE V

OVERTIME

A. Definition of Overtime

The provisions of this Article shall apply only to such overtime performed in excess of an employee's regular workweek as defined in Article III, which has been properly directed and authorized in advance by the appropriate bureau head or his designee.

B. Cash Payment for Overtime

1. An employee whose regular workweek is thirty-five (35) hours shall be paid at the employee's basic hourly rate for overtime worked in excess of thirty-five (35) but less than forty (40) hours in the employee's workweek.

2. Cash payment shall be made at the rate of one and one-half time the employee's basic hourly rate for overtime worked in excess of forty (40) hours in an employee's regular workweek.

3a. No credit shall be recorded for unauthorized overtime. For the period July 15, 1996 to March 31, 2000, credit for all authorized overtime, beyond the normal work week shall accrue in units of one-half (1/2) hour to the nearest one-half (1/2) hour and only after one (1) hour, except for an employee covered by the provisions of FLSA who has actually worked in excess of forty (40) hours in said calendar week.

3b. Effective April 1, 2000, no credit shall be recorded for unauthorized overtime. Credit for all authorized overtime, beyond the normal workweek, shall accrue in units of one-quarter (1/4) hour to the nearest one-quarter (1/4) hour and only after one (1) hour, except for an employee covered by the provisions of FLSA who had actually worked in excess of forty (40) hours in said calendar week.

4. The employee's basic hourly rate shall be determined by pro-rating the employee's basic salary in accordance with present practice of the Board. "Basic salary" is defined as an employee's annual rate of compensation including shift differentials.

5. An employee whose regular workweek is thirty-five (35) hours and who is granted a shortened workday under Section B of Article III shall be granted compensatory time off

on an equivalent time basis for overtime worked in excess of thirty (30) but less than thirty-five (35) hours in an employee's regular workweek. Credit for such overtime shall accrue only after one-half hour. No credit shall accrue for time taken for meals.

6. An employee may elect to receive compensatory time in lieu of a cash payment for overtime provided that the bureau head agrees. The rules under the Fair Labor Standards Act shall apply. Currently, compensatory time may not be accrued beyond 240 hours.

C. Overtime for Holidays

All hours worked on a holiday, as specified in Article IV, shall be paid a 50% cash premium for all hours worked on the holiday and he shall receive compensatory time off equivalent to the number of hours worked on the holiday.

D. Exclusion from Cash Payment (Overtime Cap)

When an employee's annual gross salary including overtime, all differentials and premium pay is higher than the cap, compensatory time at the rate of straight time shall be credited for authorized overtime except as may be proscribed by FLSA. These overtime provisions shall apply to all covered per annum employees of the Board working more than half-time, and with permanent, provisional or temporary status, whose annual gross salary, including the overtime, is not in excess of \$71,230 effective March 3, 2008 (\$74,079 effective March 3, 2009). Thereafter, unless otherwise agreed by the parties, the cap amount shall be adjusted by future collective bargaining increases.

Employees who are not covered by FLSA whose annual gross salary, including any overtime pay, all differentials and premium pay is in excess of these amounts shall be required to submit periodic time reports at specified intervals, but shall not be required to follow daily time clock or sign-in or sign-out procedures. The periodic time report shall be in such form as is required by the bureau. Employees covered by the overtime provisions of FLSA shall be required to follow daily time clock or sign-in procedures.

E. Scheduling of Compensatory Time Off

Compensatory time off for overtime shall be scheduled at the discretion of the bureau head. Except as the bureau head may otherwise request, compensatory time off must be taken

within the three month period following the date on which it was earned. Compensatory time off not taken during such three-month period shall be taken during such subsequent time as the bureau head permits.

If any employee chooses not to take all or part of his compensatory time off during the allowable three-month period, the time not taken shall be added to his sick leave balance.

F. Scheduled Days Off

There shall be no rescheduling of days off and/or tours of duty to avoid the payment of overtime compensation. Any work performed on a scheduled day off shall be covered by this Article.

G. Full Pay Status - Computing Overtime

Time in any workweek during which an employee is in full pay status, whether or not such time is actually worked, shall be counted in computing overtime.

H. Recall

Effective April 1, 2000, employees recalled from home for authorized ordered overtime work shall be guaranteed overtime payment in cash for at least four (4) hours if eligible for cash payment.

I. Meal Allowance

For all employees who work authorized overtime not compensated for in cash, a meal allowance shall be provided in accordance with the regulations established by the City Comptroller.

Time off for meals shall not be computed as overtime. However, such time off shall not affect the continuity requirement for the above meal allowance

## ARTICLE VI

### SHIFT DIFFERENTIALS

A. Preliminary Finding of Comparable Practices

Shift differentials shall be paid only to employees in those titles and for such shifts as to

which the Board, in consultation with the Union, finds that comparable practices are being followed for similar positions in other governmental entities or in private industry.

B. Payment of Shift Differentials

Effective April 1, 2000, subject to the provisions of Section A above, all employees shall receive a shift differential equal to ten (10) percent of the employee's basic hourly rate for each hour worked between 6:00 p.m. and 8:00 a.m. if the employee's daily work period has been scheduled and at least one hour of such daily work period falls between the hours of 6:00 p.m. and 8:00 a.m. For all employees newly hired on or after July 1, 2004, during their first three (3) years of employment only, this provision shall apply to scheduled hours of work between 8:00 p.m. and 8:00 a.m.

An employee's basic hourly rate shall be determined by prorating the employee's basic salary in accordance with present practice of the Board. For this purpose, "basic salary" is defined as an employee's annual rate of compensation, including longevity differentials but excluding overtime pay.

C. An employee working overtime shall not receive a shift differential for such work but shall receive overtime pay or compensatory time as provided in Article V.

ARTICLE VII

CAR MILEAGE ALLOWANCES

Employees, if given authorization 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 in accordance with the allowance established by the City Comptroller. 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 VIII

WELFARE BENEFITS AND HEALTH INSURANCE

I. A. The Board will continue to provide funds at the rates listed below for full-time per annum employees, on behalf of each employee, whether a member of the Union or not, who regularly works in any of the titles in this unit, for the purpose of making available welfare benefits for each such employee under a welfare plan established and administered pursuant to a supplemental Agreement entered into between the Board and the Union.

B. Effective **March 3, 2008**, the Board will provide funds at the rate of **\$1,640** per year on a pro rata basis per month for full-time per annum employees.

C. Effective **July 1, 2009**, there shall be a one-time lump sum payment of **\$200** on behalf of each full-time per annum employee who is receiving benefits on July 1, 2009 in accordance with the 2009 Health Benefits Agreement.

2. Effective December 1, 2001, and each January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, or October 1<sup>st</sup> thereafter, an hourly employee who has worked the appropriate number of hours in the normal full-time week established for such per annum title as listed in the Appendix of this Agreement for at least eighteen (18) continuous months immediately preceding the beginning of said quarter, and who continues to meet the above-stated conditions without a break in service of more than 31 days shall be deemed to be an "employee" under Section 1 above. For the purposes of this subsection 2, the following unpaid time in excess of 31 days will not be deemed a break in service or be counted as service:

- i. for maternity/childcare leave;
- ii. for military leave;
- iii. jury duty;
- iv. for duly authorized union business;
- v. while pending workers' compensation determination;
- vi. while on workers' compensation choice #2;
- vii. due to illness or exhaustion of paid sick leave; and due to family illness.

### Part-Time Employees

3. A. The Board will continue to provide funds at the rates listed below for part-time employees (part-time is defined as 17 1/2 hours per week for white collar employees and twenty (20) hours per week for blue collar employees), and for full time hourly employees who have not worked at least eighteen (18) continuous months as defined in 2 above, on behalf of each employee, whether a member of the Union or not, who regularly works in any of the titles in this unit, for the purpose of making available welfare benefits for each such employee under a welfare plan established and administered pursuant to a supplemental Agreement entered into between the Board and the Union.

B. Effective March 3, 2008, the Board will provide funds at the rate of \$937.14 per year on a pro rata basis per month per employee.

C. Effective July 1, 2009, there shall be a one-time lump sum payment of \$114.29 on behalf of each part-time employee receiving benefits on July 1, 2009 in accordance with the 2009 Health Benefits Agreement.

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

5. Effective July 1, 1974, employees who have been separated from service, subsequent to January 1, 1971, and who were covered by this welfare fund at the time of such separation,

pursuant to a separate Agreement between the Board and the 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 New York City Employee Health Benefits Program and are entitled to benefits paid for by the Board through such program or are retirees of the Board of Education Retirement System or New York City Employees Retirement System who have completed at least five (5) years of full-time service with the Board or, effective December 27, 2001, ten (10) years of full-time paid service for a covered retiree who was not an employee of the Board on or before December 27, 2001.

6. When an employee is suspended without pay for disciplinary reasons and is subsequently restored to full pay status as of the effective date of the suspension, the employee shall receive full welfare fund and health insurance coverage for the period of the suspension.

7. If an employee is laid off, on leave, or disabled, and has Board contributions for basic health insurance discontinued, the Union may make direct payments to the Board's Health Insurance carriers at the Board's premium payment rates on behalf of such employee for a maximum period of one (1) year from the date of discontinuance.

8. When a title, not previously covered by any welfare fund, becomes certified to the Union, welfare fund payments shall be made to the Union, pursuant to the terms of this Article, effective the January 1 or July 1 next following the date of petition for certification.



ARTICLE IX  
ANNUITY FUNDS

1. Effective the first day of the 51<sup>st</sup> month of the 1995 Municipal Coalition Memorandum of Economic Agreement (hereinafter "MCMEA"), the parties agree to establish an annuity fund for all employees covered by the 1995 MCMEA. To be eligible to receive this annuity, an employee must be in active pay status at any time during the period of the first day of the 15<sup>th</sup> month through the last day of the 26<sup>th</sup> month of the 1995 MCMEA. To receive payment, said employee must also be in active pay status on the first day of the 51<sup>st</sup> month of the 1995 MCMEA.

2. The Board shall pay into the fund on behalf of full-time per annum and full-time per diem employees a daily amount of \$2 for each paid working day up to a maximum of \$522 per annum.

3. For those employees who are appointed on a seasonal basis, the employer shall pay into the fund a daily amount of \$2 for each paid working day up to a maximum of \$522 per annum.

4. For the purpose of section 1 above, the eligibility for payments set forth in sections 2 and 3 above, shall be based on working days between first day of the 15<sup>th</sup> month through the last day of the 26<sup>th</sup> month of the 1995 MCMEA.

5. For the purpose of section 1 above, excluded from paid working days are all scheduled days off, all days in non-pay status, and all paid overtime.

6. Contributions hereunder shall be remitted to a mutually agreed upon annuity fund pursuant to the terms of a supplemental Agreement to be reached by the parties.

ARTICLE X

PAYMENT OF DEATH BENEFIT FOR EMPLOYEE WHO DIES FROM INJURY

INCURRED IN COURSE OF EMPLOYMENT

In the event that an employee dies on or after January 1, 1971, because of an injury arising out of and in the course of his employment through no fault of his own, and in the proper performance of his duties, a payment of \$25,000 will be made from funds other than those of the Board of Education Retirement System in addition to any other payment which may be made as a result of such death. Such payment shall be made to the employee's beneficiary or if no beneficiary is designated, then in a manner consistent with the Board of Education procedure.

In the event of the death of an employee, the Board will notify beneficiaries of any benefits to which they may be entitled and where to apply for such benefits.

The payment and approval of the death benefit shall be made in a manner consistent with Board of Education procedure.

ARTICLE XI

Annual Leave and Payment of Deceased Employee's Annual

Leave and Compensatory Time

1. A combined vacation, personal business, and religious holiday leave allowance known as "annual leave allowance" shall be established.

2. The annual leave allowance for annual employees hired prior to July 1, 1985 shall be computed on the following basis:

	<u>Annual Leave Allowance</u> <u>Number of Workdays</u>	<u>Monthly</u> <u>Accrual</u> <u>D H M*</u>
(a) From the beginning of the first year to completion of the seventh year	20	1 4 40
(b) From the beginning of the eighth year to completion of the fourteenth year	25	2 0 35

(c) From the beginning of the fifteenth year

27

2 1 45

\*D=Days H=Hours M= Minutes

In order to be credited with annual leave in any month, the employee must be on full pay status for at least fifteen (15) calendar days in the month.

3. The annual leave allowance for annual employees hired on or after July 1, 1985 shall be computed on the following basis:

<u>Years In Service</u>	<u>Monthly Accrual</u>	<u>Annual Leave Allowance</u>
At the beginning of the employee's 1st year	1 day per month after the first 2 months	10 workdays
At the beginning of the employee's 2nd year	1 day per month plus 1 additional day at the end of the 2nd year	13 workdays
At the beginning of the employee's 3rd year	1 day per month plus 1 additional day at the end of the 3rd year	13 workdays
At the beginning of the employee's 4th year	1.25 days per month	15 workdays
At the beginning of the employee's 5th year	1 2/3 days per month	20 workdays
<u>Years In Service</u>	<u>Annual Leave Monthly Accrual</u>	<u>Allowance</u>
At the beginning of the employee's 8th year	2 days per month plus one additional day at the end of the leave year	25 workdays
At the beginning of the employee's 15th year	2 ¼ days per month	27 workdays

4. Effective July 1, 1991, the annual leave allowance for employees who were hired on or after July 1, 1985; who have not served prior to July 1, 1985, in a title covered by the Leave Regulations; or who have not remained in continuous service in a title subject to said Leave Regulations shall accrue leave credits as follows:

Work Week	Years of Service	Days	Hours	Minutes	Allowance
40	Beginning with 15 <sup>th</sup> year	2	2		27
	Beginning with 8 <sup>th</sup> year	2		40	25
	Beginning with 5 <sup>th</sup> year	1	5	20	20
	First year	1	2		15
35	Beginning with 15 <sup>th</sup> year	2	1	45	27
	Beginning with 8 <sup>th</sup> year	2		35	25
	Beginning with 5 <sup>th</sup> year	1	4	40	20
	First year	1	1	45	15

5. For employees newly hired on or after July 1, 2004, the annual leave allowance shall be computed as follows:

For employees with a 35 hour work week:

<u>Beginning with the</u>	<u>Monthly Accrual</u>	<u>Annual Allowance</u>
First Year	8:45 hours	105 hours
5th Year	9:20 hours	112 hours
6th Year	9:55 hours	119 hours
7th Year	10:30 hours	126 hours
8th Year	11:05 hours	133 hours
9th Year	11:40 hours	140 hours
10th Year	12:15 hours	147 hours
11th Year	12:50 hours	154 hours
12th Year	13:25 hours	161 hours
13th Year	14:00 hours	168 hours
14th Year	14:35 hours	175 hours
17th Year	15:45 hours	189 hours

For employees with a 40 hour work week:

<u>Beginning with the</u>	<u>Monthly Accrual</u>	<u>Annual Allowance</u>
First Year	10 hours	120 hours
5th Year	10:40 hours	128 hours
6th Year	11:20 hours	136 hours
7th Year	12:00 hours	144 hours
8th Year	12:40 hours	152 hours
9th Year	13:20 hours	160 hours
10th Year	14:00 hours	168 hours
11th Year	14:40 hours	176 hours
12th Year	15:20 hours	184 hours
13th Year	16:00 hours	192 hours
14th Year	16:40 hours	200 hours
17th Year	18:00 hours	216 hours

In order to be credited with annual leave in any month, the employee must be on full pay status for at least fifteen (15) calendar days in the month.

5. Effective July 1, 1990, part-time per annum, hourly, per diem and seasonal employees who work at least one-half the regular hours of full-time employees in the same title and who have worked for at least one month on a regular basis shall accrue leave credits as set forth below:

A.	<u>Years In Service</u>	<u>Accrual</u>
	At the beginning of the 1st year	1 hour for 27 hours worked
	At the beginning of the 2 <sup>nd</sup> year	1 hour for 22 hours worked
	At the beginning of the 3 <sup>rd</sup> year	1 hour for 22 hours worked
	At the beginning of the 4 <sup>th</sup> year	1 hour for 21 hours worked
	At the beginning of the 5 <sup>th</sup> year	1 hour for 15 hours worked

Where no full time equivalent title exists, then the minimum number of hours required in

order to receive leave credits pursuant to subsection 5 shall be based on the nature of employment as follows:

White Collar Employment: 17 1/2 hours per week  
Blue Collar Employment: 20 hours per week

B. Effective July 1, 1991:

<u>Years of Service</u>	<u>Accrual</u>
At the beginning of the 1 <sup>st</sup> year	1 hour for every 15 hours worked (154 hours maximum)
At the beginning of the 5 <sup>th</sup> year	1 hour for every 11 hours worked (210 hours maximum)

C. For all employees newly hired on or after July 1, 2004,

<u>Years of Service</u>	<u>Accrual</u>
At the beginning of the 1 <sup>st</sup> year	1 hour for every 15 hours worked (154 hours maximum)
At the beginning of the 5 <sup>th</sup> year	1 hour for every 14 hours worked (165 hours maximum)
At the beginning of the 6 <sup>th</sup> year	1 hour for every 13 hours worked (176 hours maximum)
At the beginning of the 7 <sup>th</sup> year	1 hour for every 12 hours worked (199 hours maximum)
At the beginning of the 9 <sup>th</sup> year	1 hour for every 11 hours worked (210 hours maximum)

6. Earned annual leave allowance shall be taken at a time convenient to the employee's department and only upon the express prior written permission of the bureau head or his/her authorized representative.

If an employee dies while in the Board's employ, the employee's beneficiary or estate shall receive payment in cash for the following:

a. All unused accrued annual leave to a maximum of 54 days credit.

b. All unused accrued compensatory time earned subsequent to July 1, 1968, and retained pursuant to this contract, verifiable by official Board records, to a maximum of two hundred (200) hours.

## ARTICLE XII

### DISABILITY BENEFITS FOR ASSAULT WHILE ON DUTY

Upon the determination of the Chancellor that an employee has been physically disabled because of an assault arising out of and in the course of his employment, the Chancellor will grant the injured employee a leave of absence with pay not to exceed eighteen (18) months provided that such injury is compensable under the Workers' Compensation Law. If an employee is granted a leave of absence with pay, pursuant to this Article, he shall receive the difference between his weekly salary and his compensation rate without charge against his annual leave or sick leave. The employee shall, as a condition of receiving benefits under this Article, execute an assignment of the proceeds of any judgment or settlement in any third-party action arising from such injury, in an amount equal to the pay received, pursuant to this Article and to medical disbursements, if any, made by the Board but not to exceed the amount of such proceeds. Such assignment shall be in a form prescribed by the Law Counsel of the Board. The injured employee shall undergo such medical examinations as are requested by the Workers' Compensation, Division of the Law Department and the Board of Education, and when found fit for duty by the Workers' Compensation Board shall return to his employment.

Benefits provided under this Article shall be in addition to but not concurrent with benefits provided under Section 6.12 of the Rules and Regulations for Administrative Employees (in effect as of April 1987).

## ARTICLE XIII

### PHYSICALLY DISABLED EMPLOYEES

A. In the case of an employee who is required to take a medical examination to determine if he is physically capable of performing his duties and who is found to be unable to

perform such duties, the Board will make every effort to assign such disabled employee to in-title and related duties in the same title during the period of the employee's disability.

When an employee is required to undergo a physical examination by the Medical Division, prior to returning to work, the Medical Division will, following the completion of the examination, notify the employee in writing of its determination of fitness or unfitness to return to duty.

In no case shall the date of an employee's return to duty be prior to receipt of his/her notification by the Medical Division of his/her fitness to return to duty.

The Medical Division's determination of fitness can include a recommendation that the employee be assigned to in-title and related duties in the same title during the period of the employee's disability.

If a suitable position is not available, and the employee so requests, the Board shall offer him any available opportunity for transfer to another title for which he may qualify by the change of title procedure followed by the New York City Civil Service Commission pursuant to Rule 6.1.1 of its Rules or by non-competitive examination offered pursuant to Rule 6.1.9 of the Commission's Rules. If such title and position is available, the employer shall offer such position to the employee.

If such an employee has ten (10) years or more of Board of Education Retirement System or New York City Employees Retirement System Membership Service and is considered by the Board of Education Medical Division permanently unable to perform all the duties of his title and if no suitable in-title position is available, he shall be referred to the appropriate retirement system, and recommended for ordinary disability retirement.

B. Employees will be notified of the disability benefits available to them under the Workers' Compensation Law or the Board's Rules and Regulations.

#### ARTICLE XIIV

#### MATERNITY AND CHILD CARE LEAVE

A. Effective April 1, 1971, an employee who is granted a maternity leave of absence shall,



upon request, be compensated in cash for her accrued annual leave balance. Sick leave days less the sick days used while on maternity leave shall remain in the employee's sick leave balance.

B Employees shall be granted maternity and child care leaves of absence in accordance with the provisions of Section 61a of the Bylaws of the Board of Education.

#### ARTICLE XV

##### TRANSFERS OF TIME AND LEAVE CREDIT

A. Transfer of Employees to Board

Upon transfer of a permanent employee to the Board from another agency which is subject to New York City Civil Service Commission, or appointment of an employee to the Board from an eligible list promulgated by the City Civil Service Commission, his sick leave balance without limitation and his annual leave balance up to a maximum of 54 days shall be transferred with the employee provided that the transfer or appointment to the Board is made immediately following continuous service with the other agency.

B. Transfer of Employees from Board

When a transfer from the Board to an agency which is subject to the New York City Civil Service Commission is accomplished with the consent of the employee, all compensatory time due him for overtime worked shall be granted to the employee prior to the effective date of the transfer except where:

- a. The receiving agency agrees in writing to accept the transfer of the accrued compensatory time balances in whole or in part to its records, or
- b. The employee requests, in writing, that these accrued compensatory time balances be converted to sick leave credits as of the date of transfer.

Initiation of action to liquidate this compensatory time shall be the responsibility of the transferring employee.

When an employee is subjected to a functional or involuntary transfer from the Board to an agency which is subject to the New York City Civil Service Commission all his accrued

compensatory time balances shall be transferred to the records of the receiving agency.

When a current employee of the Board is appointed to another agency from a list promulgated by the New York City Civil Service Commission, all of the employee's compensatory time credit shall be transferred to the records of the appointing agency

## ARTICLE XVI

### TERMINAL LEAVE AND TERMINATION PAY

#### A. Terminal Leave

Employees who retire shall be granted terminal leave as follows:

1. For those employees who retire with ten (10) or more years of service, the amount of terminal leave shall be computed by one of the following methods:

- a. One (1) workday of terminal leave for each two (2) days of unused sick leave accumulation. Under this method, the maximum accumulation of sick leave shall be one hundred eighty (180) days plus twenty (20) additional unused accumulated days for the purpose of computing terminal leave only. The maximum allowable terminal leave shall not exceed one hundred (100) workdays.
- b. Terminal leave equivalent to the amount of unused sick leave accumulation on the basis of one (1) calendar month of terminal leave for each twenty-two (22) days of unused accumulated sick leave. Under this method, the maximum accumulation of sick leave shall be one hundred eighty (180) days. The maximum allowable terminal leave shall however not exceed one (1) calendar month for every ten (10) years of service, pro-rated at the rate of three (3) calendar days per year of service or major fraction thereof.

The method of computation set forth in "a" above shall be deemed applicable unless the employee elects the alternative method of computation set forth in "b" above.

2. For those employees who retire with less than ten (10) years of service, the amount of terminal leave shall be one (1) workday for each two (2) days of unused sick leave accumulation. The maximum accumulation of sick leave shall be one hundred eighty (180) days plus twenty (20) additional unused accumulated days for the purpose of terminal leave only. The maximum allowable terminal leave shall not exceed one hundred (100) workdays.

3. For those employees who retire who were (a) employed by the Board on or before January 1, 1968, and (b) have completed ten (10) or more years of continuous service at the time of retirement, the minimum amount of terminal leave shall be one calendar month, without regard to unused sick leave accumulation.

4. Those who are employed by the Board after January 1, 1968, and who have completed ten (10) years or more of continuous service, at the time of retirement, have no minimum guarantee of terminal leave.

5. For employees newly hired on or after July 1, 2004, terminal leave with pay shall be granted prior to final separation to employees who have completed at least ten (10) years of service on the basis of one (1) day of terminal leave for each three (3) days of accumulated sick leave.

B. Termination Pay

Effective September 9, 1974, employees who, after reaching ten (10) years of continuous service, resign or are terminated for reasons other than retirement including those not recalled from layoff within six (6) months from the date of layoff shall be paid for accumulated sick leave on the basis of one (1) workday for each two (2) days of accumulated sick leave. The maximum termination pay allowance shall not exceed one hundred (100) workdays.

Employees newly hired on or after July 1, 2004, who, after reaching ten years of continuous service, resign or are terminated for reasons other than retirement, including those not recalled from layoff within six months from the date of layoff, shall be paid for accumulated sick leave on the basis of one workday for each three days of accumulated sick leave. The maximum termination pay allowance shall not exceed 100 workdays.

C. Where an employee has an entitlement to accrued annual leave and/or compensatory time and the Board's fiscal condition requires employees who are terminated, laid off or who choose to retire in lieu of layoff, be removed from the payroll on or before a specific date the Board shall provide the monetary value of accumulated and unused annual leave and/or compensatory time allowances standing to the employee's credit in a lump sum.

#### ARTICLE XVII

##### PENSION AND RETIREMENT BENEFITS

1. Changes in the pension plans and retirement benefits of Accountants and Statisticians, Clerical and Administrative Personnel, Computer Personnel, General Services Personnel, Motor Vehicle Operators and Supervisory Clerical Personnel who are members of the Board of Education Retirement System, and the eligibility requirements therefore, will be the subject of a supplemental Agreement between the Board and the Union.
2. In the event that the current prohibition against bargaining for retirement benefits is discontinued, the parties agree to re-open negotiations on the matter

#### ARTICLE XVIII

##### 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.

An employee shall be permitted to view his/her personnel folder once a year and when an adverse personnel action is initiated against the employee by the Board. The reviewing shall be in the presence of a designee of the Board and held at such times as the Board may