

prescribe.

Any evaluatory statement with respect to the employee's work performance or conduct, a copy of which is not given to the employee, may not be used in any subsequent disciplinary actions against the employee.

ARTICLE XIX

EDUCATIONAL TRAINING

Effective July 1, 1978, a training fund contribution of twenty-five dollars (\$25.00) per annum shall be made to the District Council 37 Education Fund on behalf of each employee covered by this Agreement under a plan established and administered pursuant to a supplemental Agreement entered into between the Board and the Union.

ARTICLE XX

SAFETY

The Board shall make reasonable efforts to provide for the personal security of employees working in office buildings operated by the Board during such hours as said locations are open to the public.

ARTICLE XXI

COMPUTER OPERATIONS

Employees who regularly and for continuous periods of time operate computers utilizing monitors 20 hours or more per week shall not be required to continuously operate a computer utilizing a monitor for more than two consecutive hours without an assignment to alternative work of visually less demanding nature for a period of fifteen minutes. Meal periods and any previously established rest periods shall count towards meeting the requirement for alternative

work, but this provision shall not be construed as providing any additional non-work break time.

ARTICLE XXII

GARNISHMENT

The Board will make every reasonable effort to provide adequate notice of employee salary garnishments.

ARTICLE XXIII

COMPLAINT AND GRIEVANCE PROCEDURES

A. Policy

It is the policy of the Board to encourage discussion on an informal basis between a supervisor and an employee of any employee complaint. Such discussion should be held with a view to reaching an understanding which will dispose of the complaint in a manner satisfactory to the employee, without need for recourse to the formal grievance procedure. An employee's complaint should be presented and handled promptly and should be disposed of at the lowest level of supervision consistent with the authority of the supervisor.

Upon request to the appropriate supervisor, a Union representative shall be permitted to meet for a reasonable time with employees at the work location, for the purpose of investigating complaints and grievances under circumstances which will not interfere with either the administrative or school activities of the Board.

When necessary, any employee in the unit who is a shop steward in the work location in which the aggrieved employee is assigned will be given time off to represent the employee in the presentation of his grievance.

A list of all duly authorized shop stewards shall be furnished to the Office of Labor Relations and Collective Bargaining and notice of replacements shall be similarly given immediately.

B. 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.

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

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

C. 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 not to exceed forty-five (45) days following the action complained of, present such complaint as a grievance in accordance with the provisions of this grievance procedure. No monetary award for a grievance alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be issued unless such grievance has been filed at Step 1 within the time limitation set forth below. Such grievances must be presented no later than ninety (90) days after the first date on which the grievant discovered the payroll error. If the grievance is so filed, any monetary award shall in any event cover only the period up to six (6) years prior to the date of the filing of the grievance.

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 described herein does not apply to complaints concerning disciplinary matters, performance ratings or out-of-title or out-of-level work assignments.

Complaints concerning disciplinary matters shall be disposed of in accordance with Article 5, Section 3 of the By-Laws of the Board. Complaints concerning performance ratings shall be processed in accordance with Article 5, Section 3 of the By-Laws of the Board and may

thereafter be brought to the City Personnel Director. Complaints concerning out-of-title or out-of-level work assignments shall be referred for decision to the Executive Director of Personnel and his decision may thereafter be appealed to the City Personnel Director. No monetary award shall in any event cover any period prior to the date of the filing of the out-of-title or out-of-level complaint unless such complaint has been filed within thirty (30) days of the assignment to alleged out-of-title or out-of-level work. It is understood, that complaints of employees in-title or in-level against out-of-title or out-of-level assignments made to other employees are subject to the grievance procedure.

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

The Union has the right to initiate or appeal a grievance involving alleged violation of any term of this Agreement. Such grievance shall be initiated with the appropriate community or assistant superintendent, or the head of an office or bureau, or, where appropriate, with the Chancellor.

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

I. Procedures for Motor Vehicle Operators

a. Office of School Food Services

- (1) An employee who is employed in the Office of School Food Services shall initiate the grievance at Step 1 with the Unit Supervisor as the Board representative.
- (2) If the grievance is not resolved at the first step, the employee may then appeal the grievance within fifteen (15) workdays of receipt of the Step 1 decision to the Chief Administrator of the Office of School Food Services as the Board representative at Step 2.

b. Pearl Street Garage and Central Repair Shops

- (1) An employee who is employed in the Pearl Street Garage shall

initiate the grievance at Step I with the Garage's Supervisor of Motor Transport as the Board representative and an employee who is employed in the Central Repair Shops shall initiate the grievance at Step I with the Shop's Supervisor of Motor Transport as the Board representative.

- (2) If the grievance is not resolved at the first step, the employee who is employed in either the Pearl Street Garage or the Central Repair Shops may then appeal the grievance within Fifteen (15) workdays of receipt of the Step I decision to the Director of the Division of Maintenance and Operation as the Board representative at Step 2.

2. Procedures for General Service Employees

- a. The employee shall initiate the grievance at Step I with the immediate responsible superior whose duties include the evaluation of the employee's work performance and the assignment and scheduling of the employee's routine tasks. If such immediate responsible superior is employed in the same title and grade as the aggrieved employee, then the grievance shall be initiated at Step I with the next higher ranking superior of the aggrieved employee. In either instance, the superior with whom the grievance is initiated at Step I shall not be an employee within the single bargaining unit recognized under the titles listed for the General Services Personnel in the Appendix.
- b. If the grievance is not resolved at the first step, the employee may then appeal within fifteen (15) workdays of receipt of the Step I decision to the head of the office or bureau, as the case may be, in which he is employed, as the Board representative at Step 2. In no event shall the Board representative at the Step 2 level be the Executive Director unless the aggrieved employee is employed in the immediate Office

of the Executive Director. The head of the office or bureau may, in his discretion, decide that the limited number of personnel in his office warrants initiation of all grievances at the Step 2 level.

3. Procedures for Clerical and Administrative Employees, Accountants and Statisticians, Computer Personnel and Supervisory Clerical Employees

a. Offices and Bureaus

- (1) The employee shall initiate the grievance at Step I with the immediate responsible superior whose duties include the evaluation of the employee's work performance and the assignment and scheduling of the employee's routine tasks. If such immediate responsible superior is employed in the same title and grade as the aggrieved employee, then the grievance shall be initiated at Step I with the next higher ranking superior of the aggrieved employee. In either instance, the superior with whom the grievance is initiated at Step I shall not be an employee within the single bargaining unit recognized under the titles listed for these units in the Appendix.
- (2) If the grievance is not resolved at the first step, the employee may then appeal within fifteen (15) workdays of receipt of the decision at Step I to the head of the office or bureau, as the case may be, in which he is employed as the Board representative at Step 2. In no event shall the Board representative at the Step 2 level be a Deputy Superintendent of Schools unless the aggrieved employee is employed in the immediate Office of a Deputy Superintendent of Schools. The head of the office or bureau may, in his discretion, decide that the limited number of personnel in his office warrants initiation of all grievances at the Step 2 level.

b. Community Superintendents' Offices

- (1) An employee who is employed in a Community Superintendent's Office shall initiate the grievance at Step 1 with the District Administrative Officer or the Executive Officer, whoever is designated by the Community Superintendent, as the Board representative.
- (2) If the grievance is not resolved at the first step, the employee may then appeal the grievance within fifteen (15) workdays of receipt of the Step 1 decision to the Community Superintendent as the Board representative at Step 2. The head of the office or bureau may, in his discretion, decide that the limited number of personnel in his office warrants initiation of all grievances at the Step 2 level.

4. Procedures for All Groups

Step 3

If the grievance is not resolved at Step 2, the grievance may then be appealed to the Chancellor within fifteen (15) workdays of receipt of the Step 2 decision. The appeal at Step 3 shall be accompanied by the letter of appeal and the decision at Step 2.

D. Representation

At each step of the formal grievance procedure, the employee may be accompanied by a Union representative or by an employee in the bargaining unit who is not an official or agent of another employee organization. At Step 1, the Union representative shall be the steward at the work location or a Union staff representative or both. At Steps 2 and 3 the Union representative shall be a Union staff representative or the steward who represented the employee at Step 1 or both.

E. Conferences and Decisions

At each step of this grievance procedure a conference shall be arranged by the Board representative 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 conferences held under this procedure. If the grievance is not resolved at a conference, then a decision must be rendered by the Board representative. The decision at each step shall be communicated to the aggrieved employee and his representative within the following time limits:

1. At Step 1, within five (5) school days after the grievance is initiated;
2. At Step 2, within fifteen (15) school days after the appeal is received.
3. At Step 3, within fifteen (15) school days after the appeal is received.

If the grievance is presented in writing, the decision will be given in writing. If a satisfactory resolution is not reached or if a decision is not rendered within the time limit at Steps 1, 2, or 3, the employee may appeal the grievance to the next higher step. A Union-initiated grievance may be appealed by the Union to the next higher step of the grievance procedure.

F. Appeals to Arbitration (Step 4)

A grievance which has not been resolved at the Step 3 level may then be appealed within fifteen (15) workdays of receipt of the decision at Step 3 by the Union to a mutually agreed upon Arbitrator. A grievance shall be filed by submission to the Office of Labor Relations and Collective Bargaining of the Board of Education.

Any costs relating to the participation of the Arbitrator 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 Arbitrator shall be without power or authority to make any decision:

1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law;
2. Involving Board discretion or Board policy under the provisions of this Agreement, under Board By-laws, or under applicable law, except that the Arbitrator may decide in a particular case that such policy was disregarded or that the attempted application of any such term of this Agreement was so discriminatory, arbitrary or capricious as to constitute an abuse of discretion.
3. Limiting or interfering in any way with the powers, duties and responsibilities of the Board under its By-laws, applicable law and rules and regulations having the force and effect of law.

With respect to grievances which involve the application or interpretation of the provisions of this Agreement the decision of the Arbitrator, if made in accordance with his/her 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, a report of the Arbitrator shall be transmitted by the Arbitrator to the Chancellor. Within ten (10) school days after the date the report and recommendation are received by the Chancellor, he shall indicate whether he will accept the Arbitrator's recommendation. Unless the Chancellor disapproves the recommendation within ten (10) school days after the date it is received by him, the recommendation shall be deemed to be his decision. A recommendation of the Arbitrator 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 Arbitrator, he shall notify the aggrieved employee and the Arbitrator of his decision.

ARTICLE XXIV

PERSONNEL AND PAY PRACTICES

- A. The Board will recommend to the Comptroller of the City of New York that all regular paychecks of Board employees be itemized to include overtime, additional wage benefits (including retroactive pay) differentials.
- B. An employee who is promoted or returned to a position in a lower job classification or whose rate of compensation is reduced shall be notified to that effect in writing no later than two (2) weeks after the effective date of such personnel action.
- C. Consistent with, and subject to security requirements, the Board agrees to release paychecks on Thursday at 3:00 p.m. so that all employees who would not otherwise receive their paychecks during their regular working hours on Friday will receive them before the end of their working hours on Thursday.
- D. When a death in an employee's family occurs while the employee is on annual leave, such time, as is excusable for death in family, shall not be charged to annual leave or sick leave.
- E. The Board shall not withhold entire paychecks when an employee has no leave balance to cover absences without pay, due to illness, up to a maximum of five (5) days, provided the affected employee has five (5) years of service as a member of the New York City Employees Retirement System or the Board of Education Retirement System of the City of New York. Appropriate deductions shall be made in a subsequent paycheck. Employees with a negative leave balance shall not be covered by this section.
- F. In the event of an erroneous overpayment to an employee of an amount exceeding 25% of the employee's regular gross pay, the Board will not make wage deductions for recoupment purposes in amounts greater than 25% of the employee's regular gross pay, except if the amount of the overpayment exceeds \$1,000, deductions may be made in larger installments at the discretion of the Board. Any recoupment shall be limited to the period up to six (6) years prior to the commencement of such proceedings for recoupment. An employee subject to wage deductions for recoupment greater than 10% of his/her earnings for such pay period, who believes

recoupment in such amounts would cause hardship, may appeal to the Chancellor or his/her designee who will issue a final and binding decision.

G. No employee shall receive a lower basic salary rate following promotion than the basic salary rate received in his permanent position preceding the promotion.

H. If an employee's paycheck is lost by the employer, the employer shall secure a handwritten replacement check for the employee within three (3) working days after receipt of an affidavit by the employee stating that he/she has not received the lost check or any proceeds from it.

ARTICLE XXV

IDENTIFICATION CARDS

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

ARTICLE XXVI

SICK LEAVE

A. Employees shall be credited with sick leave allowance with pay of one day for each month of service with pay. In order to be credited with sick leave in any month the employee must be on full pay status for at least fifteen (15) calendar days in the month. For employees newly hired on or after July 1, 2004, a maximum sick leave accrual of ten (10) days per annum for the first five (5) years of service shall apply. At the beginning of the sixth year of service, the maximum sick leave accrual shall be twelve (12) days per annum. The number of sick leave allowance days permitted to accumulate shall be unlimited. Sick leave may be used in units of one hour. An employee shall immediately notify his/her supervisor of an absence.

B. 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:

- i. One (1) hour of sick leave for every twenty (20) hours actually worked with no maximum accrual.
- ii. Effective July 1, 2004, all employees newly hired on or after July 1, 2004 shall accrue sick leave at the rate of one (1) hour of sick leave for each 24 hours actually worked for the first five (5) years of service.

C. An employee's annual leave shall be changed to sick leave during a period of verified hospitalization. When an employee is seriously disabled but not hospitalized while on annual leave, after the employee submits proof of such disability which is satisfactory to the Chancellor, such leave time may be charged to sick leave and not to annual leave at the employee's option.

D. 1. Sick leave shall be used only for personal illness of the employee. Approval of leave is discretionary with the Board and proof of disability must be provided by the employee, satisfactory to the Board.

2. The provisions of paragraph 1 above, notwithstanding, the Board may waive requirement for proof of disability unless an employee requests sick leave for more than three (3) consecutive workdays.

3. Notwithstanding the provisions of paragraph 1 above, employees may use two (2) days per year from their sick leave balances for the care of ill family members. Effective July 1, 2004, employees may use three (3) days per year from their sick leave balances for the care of ill family members. Approval of such leave is discretionary with the Board and proof of disability must be provided by the employee satisfactory to the Board within five (5) days of the employee's return to work.

4. Effective July 1, 2004, the use of sick leave for care of ill family members shall be limited to a maximum of one-fourth (1/4) of the amount of sick leave hours accruable by an eligible employee during the current leave year or one-fourth (1/4) of the sick leave hours accruable by a full time employee in the same title during a leave year, whichever is less.

Approved usage of sick leave to care for ill family members may be charged in units of one (1) hour.

ARTICLE XXVII

INFORMATION ON LEAVE CREDIT

Information as to all accumulated leave balances (sick leave, annual leave and Compensatory time) will be given to each employee in writing at least once a year. If information has been given more frequently such practice will be continued.

ARTICLE XXVIII

INFORMATION ON PROMOTIONAL OPPORTUNITIES

When vacancies in promotional titles covered by this Agreement are to be filled, a notice of such vacancies shall be posted in all relevant areas at least five (5) working days prior to filling, except when such vacancies are to be filled on an emergency basis.

The Board will provide notice of job vacancies to the designated Union representatives through e-mail.

ARTICLE XXIX

CHECK-OFF AND AGENCY SHOP

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 unit who have properly executed written authorizations for the deduction of dues in behalf of the Union. The Board shall also furnish to the Union such other reasonably available information as may be necessary to the Union for maintaining appropriate records.

D. Agency Shop

The parties agree to an agency shop to the extent permitted by applicable law, as described in a supplemental Agreement annexed hereto.

E. Check-Off For Political Purposes

1. District Council 37 or any other certified union represented by D.C. 37 for the purposes of this Agreement which elects to participate in a separate segregated fund established, pursuant to applicable law, including Title 2 USC, Section 441b, to receive contributions to be used for the support of candidates for federal office shall have the exclusive right in conformance with applicable law to the check-off for such political purposes in a manner as described in a supplemental Agreement hereby incorporated by reference into this Agreement.

2. Any eligible employee, covered by this Agreement, may voluntarily authorize, in writing, the deduction of such contributions from the employee's wages for such purpose in an authorization form acceptable to the employer which bears the signature of the employee.

3. A copy of the Summary Annual Report to the Federal Elections Commission ("FEC") of each fund shall be submitted by the appropriate participating union to the Comptroller and the Office of Labor Relations and Collective Bargaining at the time of its submission to the FEC.

ARTICLE XXX

UNION ORIENTATION INFORMATION

If the Board supplies orientation kits to new employees, the Union shall be permitted to have included in the kits union literature, provided such literature is first approved for such purpose by the Board, or its representative.

ARTICLE XXXI

UNION MEETINGS

1. Upon request to the appropriate division head, members of the Union, who are in the bargaining unit, shall be permitted to meet within the location under circumstances which will not interfere with the activities at the location. 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 division head, where other employees are not present. Union officials may attend such meetings.

2. If such meetings involve units from more than one work location, the Union shall have the right to hold such meetings, pursuant to the limitations found in paragraph 1, provided however, that if such meetings generate additional custodial fees, such fees shall be paid by the Union. It is understood that where another activity has already been scheduled in the work location, there shall be no charge to the Union.

ARTICLE XXXII

INFORMATION AT THE WORK LOCATION

All official Board of Education circulars, which deal with the working conditions or the welfare of employees, shall be posted promptly.

A bulletin board shall be reserved at an accessible place in each work location for the exclusive use of the Union for purposes of posting material dealing with proper and legitimate

Union business concerning employees in the unit.

ARTICLE XXXIII

DISCUSSIONS WITH THE UNION

1. Appropriate representatives of the Board and the Union shall meet at reasonable intervals during the term of this Agreement to discuss matters of mutual concern and interest, including resolution of the problem of delay in filling vacancies and the subject of contracting out.

2. Labor-Management Committee

There shall be a Labor-Management Committee consisting of three members representing the Board and three members representing the Union. This Committee shall meet upon request of either the Board or the Union to consider matters of concern to employees in the unit.

The parties agree to refer the following issues to Labor-Management:

- i. Alternate Work Schedules
- ii. Dedicated Sick Leave Program

ARTICLE XXXIV

DUE PROCESS PROCEDURES

1. An employee is to be advised in writing when he/she is to attend a meeting which has for its purpose the administration of discipline, or where there is a strong possibility that discipline is to be administered. He/she may be accompanied by a Union representative or an employee of his/her choice in the unit.

2. When a permanent Board of Education employee is summoned to an interview which may lead to a disciplinary action against that employee and which is conducted by someone outside the normal supervisory chain of command, (i.e., the Chancellor's Office of Special Investigations), the following procedure shall apply:

- a. Employees who are summoned to the appropriate office shall be notified that a confidential investigation will be conducted, whenever feasible, in writing, at least two workdays in advance of the day on which the interview or hearing is to be held, except where an emergency is present or where considerations of confidentiality are involved. Upon request, the scope of the interview will be provided via the telephone.
- b. Whenever such an employee is summoned for an interview or hearing for the record which may lead to disciplinary action, the employee shall be entitled to be accompanied by a Union representative or a lawyer, and he or she shall be informed of this right. Upon the request of the employee, the Director of the Office of Special Investigations, in his or her discretion, may agree to the employee being accompanied by a lawyer and a Union representative but only one may participate. Such permission shall not be unreasonably denied.
- c. Upon the conclusion of an investigation, the summoned employee shall be entitled, upon written request, to a transcribed or taped copy of any statement he or she has given to the Director of the Office of Special Investigations or his or her designee. Any confidential or sensitive information will be deleted by the Director of the Office of Special Investigations or his or her designee. If deletions are made, the employee will be provided with the edited transcript of the statement. If no deletions are made, the employee will be provided with a copy of the tape. If a tape is to be released, the employee will provide a blank tape.
- d. Wherever possible, such hearings and interviews will be held in physical surroundings which are conducive to privacy and confidentiality.
- e. Upon the conclusion of an investigation, an employee who has been notified that he or she has been the subject of said investigation, shall, upon the employee's written request, be advised of its disposition.

3. In the event the Board terminates the employment of a provisional employee with five years or more of service in a title, the Union may appeal to, and a hearing shall be held before, an

Impartial Arbitrator. The employee may be accompanied by a Union Representative and/or legal counsel and will be given an opportunity to respond to the written charges, including the calling of witnesses. Following the hearing, the Arbitrator shall issue a written report and recommendation to the Chancellor. Within 20 days after receipt of such report and recommendation, the Chancellor/designee shall issue a decision that shall be final and binding. The parties will jointly select the Arbitrator referred to herein and share equally in all fees and costs associated with this process.

ARTICLE XXXV

WORKING FACILITIES

Adequate, clean, structurally safe and sanitary working facilities shall be provided for all employees. Problems shall be referred to the safety committee for review. Any problems not resolved by the safety committee may be taken to advisory arbitration as provided for in the grievance procedure.

ARTICLE XXXVI

CONFORMITY TO LAW - SAVING CLAUSE

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

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

ARTICLE XXXVII

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 programs and activities conducted by the Board. 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 XXXVIII

JOB SECURITY

A laid off employee who is returned to service in the employee's former title or in a comparable title from a preferred list shall receive the basic salary rate that would have been received by the employee had the employee never been laid off up to a maximum of two (2) years of general salary increases.

No layoff shall be made except in accordance with the New York State Financial Emergency Act for the City of New York as amended.

Where layoff of permanent employees are scheduled, the following procedure shall be used:

1. Notice shall be provided to the Union not less than twenty (20) days before the effective dates of such projected layoffs.
2. Within such twenty-day period, designated representatives of the employer will meet and confer with the designated representatives of the Union with the objective of considering feasible alternatives to all or part of such scheduled layoffs. Including but not limited to:
 - (a) The transfer of employees to other agencies with retraining, if necessary, consistent with Civil Service Law but without regard to Civil Service title.
 - (b) The use of Federal and State funds whenever possible to retain or re-employ employees scheduled for layoff.

- (c) The elimination or reduction of the amount of work contracted out to independent contractors.
- (d) Encouragement of early retirement and the expediting of the processing of retirement applications.

ARTICLE XXXIX

PRIVATIZATION/CONTRACTING OUT OF UNIT WORK

The following language will govern privatization/contracting-out of unit work:

- a. When the Board is considering the privatization/contracting-out of work performed exclusively by represented titles, the parties agree that the following procedure will be utilized to determine whether such work shall be privatized/contracted out.
- b. It is the Board's policy to have advance discussions with the affected Union to review its plans for letting a particular contract which may adversely affect employees. The Union shall be advised as early as possible, but in no case later than 90 days in advance of the contract being let, of the nature, scope, and approximate dates of the contract and the reasons thereof.
- c. The Board will provide the Union as soon as practicable with information, in sufficient detail, so that the Union may prepare a proposal designed to demonstrate the cost effectiveness of keeping the work in-house. Such information shall include but not be limited to, applicable solicitations to vendors, winning bids, descriptions of services to be provided by vendors, cost comparison analyses, and the Board's estimated direct operating and administrative costs of contracting out the work.
- a. Not less than 30 days prior to approval by the Board of a recommendation for the award of the contract, the Union shall have an opportunity to make a formal proposal to the Board to continue to perform such work in house. The

Board agrees to consider such proposal before making a final determination.
Such final determination shall be made in writing and submitted to the Union as soon as practicable.

ARTICLE XXXX

ABSENCE WITHOUT NOTICE

Employees who are absent for ten (10) consecutive workdays without notice shall be deemed to have resigned unless they have reasonable cause for failure to notify. The issue of the reasonableness of the cause and the penalty, if any, shall be subject to the grievance procedure.

ARTICLE XXXXI

DURATION

This Agreement shall be effective as of March 3, 2008, and shall continue in full force and effect until March 2, 2010.


Article XXXXII

NOTICE – LEGISLATIVE ACTION

This 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 therefore shall not become effective until the appropriate legislative body has given approval.

SIGNATORIES



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

Date:



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

APPENDIX

I. ACCOUNTANTS and STATISTICIANS

ASSISTANT ACCOUNTANT
ACCOUNTANT
ASSOCIATE ACCOUNTANT
SR. ACCOUNTANT
SR. ACCOUNTANT GRADE 3
ASSISTANT STATISTICIAN
STATISTICIAN
SR. STATISTICIAN
FISCAL RECORDS ANALYST (CETA)
FISCAL RECORDS ASSISTANT (CETA)
RESEARCH AIDE (CETA)
RETIREMENT BENEFITS COUNSELOR
RETIREMENT BENEFITS EXAMINER
ASSISTANT RETIREMENT BENEFITS EXAMINER
PRINCIPAL RETIREMENT BENEFITS EXAMINER
ASSOCIATE MANAGEMENT AUDITOR
MANAGEMENT AUDITOR
MANAGEMENT AUDITOR TRAINEE
SENIOR CLAIMS EXAMINER
ASSOCIATE BOOKKEEPER
BOOKKEEPER
RESEARCH ASSISTANT

2. CLERICAL and ADMINISTRATIVE PERSONNEL

CLERK
CLERICAL AIDE
CLERICAL ASSOCIATE
ACCOUNT CLERK
SECRETARY
SR. STENOGRAPHER
STENOGRAPHER
TYPIST
COMPTOMETER OPERATIVE
INTERPRETER
TELEPHONE OPERATOR
OFFICE AIDE
STENOGRAPHER SECRETARY
KEYPUNCH OPERATOR
SR. KEYPUNCH OPERATOR
TABULATOR OPERATOR
SR. TABULATOR OPERATOR
BLUEPRINTER
OFFICE APPLIANCE OPERATOR
MESSENGER
TRANSCRIBING TYPIST
OFFICE MACHINE AIDE
INVESTIGATOR

SR. INVESTIGATOR
CASHIER
EDP CARDPUNCH OPERATOR (CETA)
EDP OPERATOR (CETA)
COURIER (CETA)
OFFICE ASSISTANT (CETA)
OFFICE MACHINE ASSISTANT (CETA)
OFFICE AIDE (CETA)
FISCAL OFFICE ASSISTANT (CETA)
SECRETARY (CETA)
SWITCHBOARD OPERATOR (CETA)
TRANSCRIBER (CETA)
CLERK SR. CITIZEN (JOP)
COMPLIANCE SPECIALIST (CETA)
PUBLIC RECORDS AIDE
PUBLIC RECORDS OFFICER
TECHNICAL SUPPORT AIDE
WORD PROCESSOR
ASSOCIATE WORD PROCESSOR

3. COMPUTER PERSONNEL

COMPUTER ASSOCIATE (SOFTWARE)
COMPUTER SERVICE TECHNICIAN
SUPERVISING COMPUTER SERVICE TECHNICIAN
COMPUTER PROGRAMMER ANALYST TRAINEE
COMPUTER PROGRAMMER ANALYST
COMPUTER PROGRAMMER
PRINCIPAL COMPUTER PROGRAMMER
COMPUTER ASSOCIATE (APPLICATIONS PROGRAMMING
and SYSTEMS PROGRAMMING)
COMPUTER ASSOCIATE (OPERATIONS)
COMPUTER OPERATOR
COMPUTER AIDE
SUPERVISING COMPUTER OPERATOR
PRINCIPAL COMPUTER OPERATOR
COMPUTER SPECIALIST (DATA BASE, APPLICATIONS PROGRAMMING,
and SYSTEMS PROGRAMMING)
COMPUTER VEHICLE TECHNICIAN
TELECOMMUNICATIONS ASSOCIATE
TELECOMMUNICATIONS SPECIALIST

4. GENERAL SERVICES PERSONNEL

CITY ELEVATOR OPERATOR
ELEVATOR OPERATOR
ELEVATOR STARTER
EXTERMINATOR
FOREMAN EXTERMINATOR
FOREMAN
LABORATORY HELPER
PIANO TUNER REGULATOR
SCHOOL EQUIPMENT MAINTAINER
WINDOW SHADE REPAIRER
FOREMAN WINDOW SHADE REPAIRER
LIFT AIDE (CETA)

RODENT CONTROL AIDE (CETA)
RODENT CONTROL CREW CHIEF (CETA)
SECURITY AIDE (CETA)
WATCHPERSON

5. MOTOR VEHICLE PERSONNEL

MOTOR VEHICLE OPERATOR
MOTOR VEHICLE FOREMAN
SUPERVISOR OF MOTOR TRANSPORT
SR. MOTOR VEHICLE SUPERVISOR
ASBESTOS HANDLER
ASBESTOS HANDLER SUPERVISOR

6. SUPERVISOR CLERICAL EMPLOYEES

OFFICE ASSOCIATE
STENOGRAPHIC SECRETARIAL ASSOCIATE
SUPERVISING BLUEPRINTER AND PHOTOSTAT OPERATOR GRADE 4
SUPERVISING INVESTIGATOR
PRINCIPAL INVESTIGATOR