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A G R E E M E N T
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

TEACHERS

September 9, 1982 - September 9, 1984

X 9/84

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Prepared by the
OFFICE OF LABOR RELATIONS AND
COLLECTIVE BARGAINING

of the
BOARD OF EDUCATION

Thomas P. Ryan, Director
David Bass Deputy Director
Monica Blum, Deputy Director

Norman Beckenstein

William J. Buchan

George Foster

Joann Hehline

Marc Z. Kramer

Thomas A. Liese

Sharon P. Margello

Alex Mitchell

Susan Morris

Alan Newman

Raymond F. O'Brien

Robert R. Reich

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

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	UNION RECOGNITION	3 - 4
II	FAIR PRACTICES	5
III	SALARIES AND BENEFITS OF DAY SCHOOL TEACHERS	6 - 11
IV	PENSION AND RETIREMENT PROGRAM	12 - 15
V	LICENSURE, ASSIGNMENT AND APPOINTMENT	16 - 17
VI	HOURS	18
VII	WORKING CONDITIONS IN SCHOOLS AND BUREAUS OF DAY SCHOOL TEACHERS	19 - 32
VIII	STATEMENT OF POLICY RELATING TO DAY SCHOOL TEACHERS	33 - 42
IX	PROCEDURES FOR HANDLING SPECIAL BEHAVIOR PROBLEMS	43
X	SAFETY	44 - 45
XI	RATES OF PAY AND WORKING CONDITIONS OF TEACHERS ASSIGNED	46 - 47
XII	RATES OF PAY AND WORKING CONDITIONS OF WNYE TEACHERS	48 - 50
XIII	WORKING CONDITIONS OF PER DIEM SUBSTITUTES	51 - 52
XIV	RATES OF PAY AND WORKING CONDITIONS OF ADULT EDUCATION EMPLOYEES	53 - 57
XV	RATES OF PAY AND WORKING CONDITIONS OF PER SESSION TEACHERS	58 - 64
XVI	LEAVES	65 - 69
XVII	RETENTION, EXCESSING AND LAYOFF	70 - 74
XVIII	TRANSFERS	75 - 80
XIX	UNION ACTIVITIES, PRIVILEGES AND RESPONSIBILITIES	81 - 84
XX	MATTERS NOT COVERED	85
XXI	DUE PROCESS AND REVIEW PROCEDURES	86 - 89
XXII	GRIEVANCE PROCEDURE	90 - 98
XXIII	SPECIAL COMPLAINTS	99 - 100
XXIV	CONFORMITY TO LAW - SAVING CLAUSE	101
XXV	NO STRIKE PLEDGE	101
XXVI	DEFINITIONS	102
XXVII	NOTICE-LEGISLATIVE ACTION	103
XXVIII	COPY OF AGREEMENT	103
XXIX	DURATION	104
	SIGNATORIES	104
APPENDIX A	- SALARY SCHEDULES OF DAY SCHOOL TEACHERS	105 - 116
APPENDIX B	- SPECIAL CIRCULAR	117 - 118

AGREEMENT MADE AND ENTERED INTO as of the ninth day of September 1982, 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, in a special referendum conducted among the professional educational personnel, over seventy percent of those who participated favored collective bargaining as a way of conducting their relations with the Board; and

WHEREAS, the Union has demonstrated in a secret ballot election that it represents a majority of those assigned as classroom teachers in the regular day school instructional program and has shown by other satisfactory evidence that it represents a majority of those employed as per session teachers, a majority of those assigned as WNYE teachers, a majority of teachers employed in WIN, a majority of teachers and counselors employed in WEP, a majority of employees employed by MDTP, a majority of teachers assigned to central headquarters and district offices, and, in accordance with Board policy, is therefore the exclusive collective bargaining representative for all such employees; and

WHEREAS, pursuant to the Arbitration Award in AAA Case No. 1339-0416-80, certain Education Administrators were accreted to the bargaining unit; and

WHEREAS, pursuant to the operation of Article One of this Agreement, certain education officers, education analysts, associate education officers and associate education analysts, other than managerial or confidential employees are accreted to the bargaining unit; and

WHEREAS, other than occasional per diem substitutes were accreted to the bargaining unit pursuant to a determination by the Public Employment Relations Board; 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 representatives of the Union and fully considered and discussed with them, in behalf of the employees in the bargaining units, changes in salary schedules, improvement in working conditions, and machinery for the presentation and adjustment of certain types of complaints, it is agreed as follows:

ARTICLE ONE

UNION RECOGNITION

The Board recognizes the Union as the exclusive bargaining representative of all those assigned as teachers in the regular day school instructional program; all those employed as per session teachers; all those assigned as teachers at WNYE; all primary and non-primary adult education employees; teachers assigned to headquarters or district offices (except supervisors and occasional per diem substitutes); certain education administrators; and certain education officers, education analysts, associate education officers and associate education analysts.

The term "teachers in the regular day school instructional program" (herein referred to as "day school teachers") comprises the following teacher categories:

Teachers of early childhood classes; teachers in the elementary schools; teachers in intermediate schools; teachers in junior high schools; teachers in day academic and day vocational high schools; teachers of health conservation classes; teachers of homebound children; teachers of visually handicapped children; teachers of children with retarded mental development; teachers of speech improvement; teachers in schools for the deaf; teachers in schools for socially maladjusted children; teachers in adult education appointed to full time service under licenses issued pursuant to Section 401 of the Board of Education by-laws; teachers in occupational training centers; and all other teachers employed by the Board including all those employed in non-public schools.

The term "certain education administrators" (herein referred to as "education administrators") comprises all education administrators at salary levels C, B, A and all non-supervisory education administrators at level 1.

The term "certain education officers, education analysts, associate education officers and associate education analysts" (herein referred to as "education officers" and "education analysts") comprises employees in the titles education officer, education analyst, associate education officer, associate education analyst except those serving in the Offices of the Chancellor, Deputy Chancellor, Labor Relations and Collective Bargaining, and Legal Services; those serving in the Office of Budget Operations and Review and in the Division of Personnel, except employees who are neither managerial nor confidential as defined in Section 201.7 of Article

14 of the CSL; and those serving elsewhere in the Board of Education who are managerial or confidential as defined in Section 201.7 of Article 14 of the CSL.

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 described herein, employees in such new title or category shall be included within the existing bargaining unit, and upon request of the Union the parties shall negotiate the terms and conditions of employment for such new title or category of employees; but nothing contained herein shall be construed to require re-negotiation of terms and conditions of employment applicable to employees in the existing bargaining unit as a result of the Board's redesignation of the title or category of employees in the unit.

Nothing contained herein shall be construed to prevent any Board official from meeting with any employee organization representing employees in the 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 negotiations with the Union.

It is understood that all collective bargaining is to be conducted at Board headquarters level. There shall be no negotiation with the Union chapter or with any other employee group or organization at the school level. It is further understood that there shall not be established or continued in any school a Staff Relations Committee as described in the Staff Relations Plan issued by the Board on October 23, 1956.

Nothing contained herein shall be construed to prevent any individual employee from informally discussing a complaint with his immediate supervisor.

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

ARTICLE TWO
FAIR PRACTICES

The Union agrees to maintain its eligibility to represent all teachers by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status and to represent equally all employees without regard to membership or participation in, or association with the activities of, any employee organization.

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

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

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

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

ARTICLE THREE
SALARIES AND BENEFITS OF
DAY SCHOOL TEACHERS

A. Salaries and Differentials

1. Salary Schedules and Differential Eligibility.

The salaries and differentials of day school teachers and the eligibility requirements therefore are set forth in pertinent part in Appendix A which is attached to and made a part of this Agreement.

2. Special Education Differential

All special education teachers currently receiving the additional compensation set forth in Appendix A II F c or g of the 1975-78 Agreement shall continue to receive such additional compensation at the rate in effect on September 8, 1978 so long as they serve in any special education assignment. A teacher serving in a high school who is receiving the additional compensation hereunder and who is involuntarily assigned to a program which would disqualify him from continuing to receive such additional compensation shall have the opportunity to transfer to a vacancy for which he is qualified and which would enable him to continue to receive the additional compensation. Teachers newly assigned or employed in special education assignments after September 8, 1978 shall not be eligible for the additional compensation set forth therein.

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.

C. Salary Credit

1. Regular Substitute Service

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

2. Per Diem Substitute Service

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

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

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

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

3. Industrial Experience

An appointee as a teacher of shop subject-trades shall be granted salary credit for appropriate industrial experience beyond that required for satisfying the eligibility requirements prescribed in By-Law Section 389 on a year by year basis up to a maximum of ten (10) years.

4. Nursing Experience

An appointee as a teacher of nursing in day high school shall be granted salary credit for appropriate nursing experience as a registered nurse beyond that required for satisfying the eligibility requirements prescribed in By-Law Section 386 on a year by year basis up to a maximum of ten (10) years.

D. College Credits for Differentials

All college credits creditable toward college work in excess of the number required for the baccalaureate, whether earned before or after graduation, shall be applicable for differential purposes, except as otherwise provided herein.

Effective for courses commenced after September 8, 1980 correspondence courses will no longer be acceptable for salary differentials or advancement on the increment schedule.

E. Application for Certain Salary Differentials

Effective July 1, 1964, teachers who, at the time of appointment, were not required to hold a baccalaureate degree as an exclusive prerequisite to qualify for the teaching license may apply under either of the following methods for the salary differential provided in Salary Schedule C2 or C6 of Appendix "A" hereof:

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

2. They may be credited with 26 semester hours of approved study by reason of having reached the maximum step of Salary Schedule 1 or C2. In addition, they shall submit evidence of the completion of the required additional number of semester hours of approved study, which additional hours must have been completed prior to the date of appointment or subsequent to the date of placement on the maximum step of the salary schedule.

F. Vacation Pay

1. Summer Vacation Pay

Summer vacation pay shall be prorated for the school year in which teachers are appointed and for the school year in which their service ceases on the following basis: Teachers who are appointed after the start of the school year and teachers who are terminated, laid off, resign or retire on/or before the end of the school year shall receive vacation pay for the summer following their appointment or cessation of service as fol-

lows: one tenth of the amount of the vacation pay which would be payable for a full school year's service shall be paid for each month of service or major fraction thereof during the school year in which they are appointed or cease service except that service of less than a major fraction during the first month of appointment shall be credited for summer vacation pay. The pro-rating of summer vacation pay for the year in which teachers are appointed and for the year in which their service ceases in accordance with this provision shall not diminish the teacher's entitlement to any other benefit including health insurance and welfare coverage he would have received under the prior method of payment.

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

2. Vacation Pay Credit and Service Credit

a. The estate of a teacher who dies during the school year shall receive a pro-rata amount, based on the length of his employment during the school year, of the vacation pay he would have received had he been employed during the entire school year. This section shall not apply to those teachers who are presumed to have retired on the day immediately preceding their death pursuant to Section B 20-410 of the Administrative Code of the City of New York, as amended.

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

G. Welfare Benefits

1. Choice of Health Plans

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

Regularly appointed teachers 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.

2. Supplemental Benefits

The Board will provide funds at the rate of \$570 per year on a pro-rata basis per month on behalf of each day school teacher, for the purpose of making available for each day school teacher supplemental welfare benefits and for the purpose of making available college scholarships for children from low income families graduating from the city's public high schools under a plan to be devised and established jointly by representatives of the Union and of the Board.

Effective September 9, 1983 the Board will provide for such purpose further additional funds at the rate of \$75 per year per teacher 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 for ninety days from the day of layoff on behalf of each regularly appointed teacher who is laid off.

The Union shall establish a supplemental welfare benefits fund program for employees represented by the UFT who have separated from service subsequent to June 30, 1970, who were eligible to receive supplemental welfare benefits and who were covered by a welfare fund at the time of such separation pursuant to a separate agreement between the Board of Education and the certified union representing such employees, who remain primary beneficiaries of the New York City Health Insurance Program and are entitled to benefits paid for by the City through such program.

The Board of Education shall contribute the following annual amounts on a pro-rata monthly basis for each eligible individual for remittance to the Union to such supplemental benefits fund pursuant to the terms of a supplemental agreement to be reached by the parties:

- | | | |
|----|---|-----------------|
| a. | <u>Eligible Employees separated from service from July 1, 1970 through September 8, 1982</u> | |
| | <u>Effective September 9, 1982</u> | <u>\$85.00</u> |
| b. | <u>Eligible Employees separated from service from September 9, 1982 through September 8, 1984</u> | |
| | <u>Effective September 9, 1982</u> | <u>\$450.00</u> |
| | <u>Effective September 9, 1983</u> | <u>\$525.00</u> |
| c. | Eligible Employees separated from service from after Septemebr 8, 1984 | \$525.00 |

H. Reimbursement for Medical Expenses

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

I. Damage or Destruction of Property

1. Teachers shall not be held responsible for loss within the school of school property or children's property when such loss is not the fault of the teacher.

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

2. The Board of Education will reimburse teachers, in an amount not to exceed a total of \$100 in any school year, for loss or damage or destruction, while on duty in the school 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 teacher has not been negligent, to the extent that such loss is not covered by insurance.

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

3. Teachers of the homebound shall be reimbursed for loss or damage or destruction, while on official duty on field assignments, of personal property of a kind normally worn or carried on duty when such loss results from force or violence reported to the police. Reimbursement will be limited to a total of \$100 in any school year; will be made when the teacher of the homebound has not been negligent; and will be granted to the extent that such loss is not covered by insurance. The term "personal property" shall not include cash. The terms "loss," "damage" and "destruction" shall not cover the effects of normal wear and tear and use.

J. Semi-Monthly Salary Payment

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

K. Pay Practices

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

ARTICLE FOUR

PENSION AND RETIREMENT PROGRAM

A. Pension and Retirement Program Benefits

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

1. Last Year's Average Salary

Retirement benefits are based on the last year's salary.

2. New Pension Plan Benefits

a. Improved Pension Plan

(1) Retirement Eligibility

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

(2) Benefits

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

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

(3) Member's Contributions

Members shall contribute at a rate calculated to pro-

vide an annuity equal to 1/4th of the retirement allowance at the completion of 20 years of service and shall not be required to contribute thereafter. For members of the system on the effective date of this legislation, contribution rates shall be based on an equated age at time of entry and computed as though this plan had always been in effect.

b. Age 55 Revised Service Fraction Plan

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

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

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

3. Increased-Take-Home-Pay

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

4. Vested Retirement Rights

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

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

5. Presumptive Retirement (Death Gamble)

The existing provisions of the Death Gamble Law will be applicable to members who die in service after having become eligible for ser-

vice retirement under the plan elected by the member, if greater than the ordinary death benefit.

6. Ordinary Disability Retirement

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

7. Accidental Disability

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

8. Death Benefit

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

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

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

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

9. Cost-of-Living Legislation

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

B. Annuity Fund

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

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

C. Support for Program

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

1. One year of pension credit shall be granted for each 180 days of substitute service.
2. Teachers shall be entitled to credit for all teaching service in New York City or elsewhere rendered before entry into the Teachers' Retirement System of the City of New York.
3. The Teachers' Retirement Board should be adequately staffed to provide prompt and efficient service.
4. Teacher members of the Retirement Board shall be free from their teaching duties during their terms of office to be available for the education of teachers regarding their pension rights.

ARTICLE FIVE

LICENSURE, ASSIGNMENT AND APPOINTMENT

A. Substitute Teacher Position

It is the policy of the Board to provide for the gradual elimination of the position of substitute teacher in the following manner:

1. No examination for substitute teacher of common branches will be conducted at any time after September 1, 1968, and no license will be issued after February 1, 1969.

2. No examination for any other substitute teaching license will be conducted at any time after February 1, 1969, and no license will be issued after June 30, 1969.

The Board agrees that, in the event that the steps described in 1 and 2 above are not taken, it will pay to regular substitute teachers an additional sum calculated on the basis of the percentage of their annual salary which is equal to the percentage paid by the City of New York as increased take-home pay for its provisional employees but not to exceed the percentage paid to regular teachers. The Board will also treat regular substitute teachers for salary schedule placement and increment purposes in the same way as teachers who are appointed as regular teachers.

B. Regularized Licensure

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

The Board has established regular licenses valid for classroom teaching service under regular appointment, or for day-to-day per diem service, or for full-term assignment, or for other teaching service, including bi-lingual teaching. All teaching positions will be filled by persons holding such regular licenses except under the following circumstances:

1. Where a position must be filled to cover a class for which no person holding such regular license is immediately available after all efforts have been made to fill the position by a person holding such regular license;

2. Where the position covers a subject not normally taught in the public schools and is temporary in nature.

C. Assignment During First Fifteen Days

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

D. Withdrawal of Resignation and Subsequent Reappointment

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

2. Teachers who resign and subsequently are reappointed shall be placed in the salary step at which they were at the time of resignation and shall be given the sick leave "bank" and sabbatical leave rights which they held at the time of resignation.

E. Absence Without Notice

Teachers who are absent for 20 consecutive school days 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, including binding arbitration, set forth in Article Twenty-Two.

ARTICLE SIX

HOURS

A. School Day

The school day for teachers serving in schools shall be six hours and 20 minutes and such additional time as the by-laws provide.

B. Work Year

All teachers shall report to their schools to begin work on the Wednesday following Labor Day and they shall be in attendance on duty thereafter on all days of the school year except the last two weekdays of the month of June. In no event, however, shall the number of days worked in any school year under this work calendar be fewer than the number of days teachers would have worked had they reported, as before, on the Friday after Labor Day and worked through the last weekday in June.

ARTICLE SEVEN

WORKING CONDITIONS IN SCHOOLS AND BUREAUS OF DAY SCHOOL TEACHERS

A. Programs and Assignments

1. High Schools

a. Relief from Non-Teaching Chores

(1) Except for the minimum number of teachers necessary to supervise school aides and to protect pupil health and safety, teachers will be relieved of cafeteria, patrol, bus and study hall service, and work on a school-wide basis related to the handling, distribution, storing and inventorying of books, supplies and equipment, and duplicating of teaching materials.

(2) Teachers will be relieved of the duty of scoring citywide standardized achievement tests and of preparing absentee post cards and truant slips.

(3) Teachers in the high schools will be relieved of the duty of preparing transcripts for college applicants.

(4) Teachers who are relieved of administrative assignments shall not be assigned to teaching duties in lieu of such administrative assignments.

(5) No more than 35 percent of home room teachers in high schools shall be given administrative assignments. In schools where the percentage is lower than 35, the status quo will be maintained. Such assignments shall be made on a rotating basis by school term or annually depending upon the school organization.

b. Teaching Periods

(1) Shop teachers in vocational, comprehensive and academic high schools shall not be programmed for more than five periods a day.

(2) Teachers in vocational high schools shall be programmed for an eight-period day, one of which shall be a lunch period.

c. Maintenance of Equipment

Teachers in vocational, comprehensive and academic high schools shall not be required to do any other than minor maintenance and repair work on equipment.

d. Teachers of Library

(1) Teachers of library shall not be given any administrative assignments.

(2) Per diem substitutes employed for library teaching shall be assigned to the library.

e. School Program

The school program will be posted in September in an area accessible to the entire faculty.

f. Identification Cards

The Board will institute on an experimental basis in several high schools the use of identification cards for both staff and students to determine their value as a device for maintaining security in the school.

2. Junior High Schools

a. Relief from Non-Teaching Chores

(1) Except for the minimum number of teachers necessary to supervise school aides and to protect pupil health and safety, teachers will be relieved of cafeteria, patrol, bus and study hall service, and work on a school-wide basis related to the handling, distribution, storing, and inventorying of books, supplies and equipment, and duplicating of teaching materials.

(2) Teachers will be relieved of the duty of scoring city-wide standardized achievement tests and of preparing absentee post cards and truant slips.

(3) Teachers who are relieved of administrative assignments shall not be assigned to teaching duties in lieu of such administrative assignments.

b. Teacher Programs

(1) A basic maximum of 25 teaching periods, five preparation periods, and five administrative periods for teachers with home room classes shall be established before any other type of program for administrative purposes in which teachers teach less than 25 periods is arranged.

(2) The programs of teachers with home room classes in special service junior high schools shall be 22 teaching periods, eight (8) preparation periods, and five (5) administrative periods.

(3) Teachers assigned to music and health education classes as additional teachers will be programmed for a regular teaching period.

(4) No more than 35 percent of home room teachers in junior high schools shall be given administrative assignments. In schools where

the percentage is lower than 35, the status quo will be maintained. Such assignments shall be made on a rotating basis by school term or annually depending upon the school organization.

(5) "Teaching periods" are those periods in which the teacher is actively involved with the pupil in the act of teaching, either as an individual or as a member of a teaching team, and has participated in the planning of the instruction to be conducted.

(6) "Home room classes" are those in which children assemble in the morning, at lunch time, and at the close of the day for administrative purposes. The time involved is usually a short period and is known as the "home room period."

(7) "Preparation periods" are those periods during which the teacher is not assigned to a regularly programmed responsibility. Teachers are expected to utilize their professional preparation time in such manner as to enable them to further their professional work for the purpose of their greater classroom effectiveness.

(8) "Administrative periods" are those periods during which the teacher is programmed for a regular activity other than teaching.

c. Programs of Teachers of Home Economics and Industrial Arts

(1) Home economics and industrial arts teachers in special service schools shall teach an average of 23 teaching periods, seven preparation and five administrative periods. Such teachers will continue to have their classes programmed for double periods wherever practicable.

(2) Home economics and industrial arts teachers in regular junior high schools shall have 26 teaching periods, four administrative periods, and five preparation periods per week during the school year. Such teachers will continue to have their classes programmed for double periods wherever practicable.

d. Teachers of Library

(1) Teachers of library shall not be given any administrative assignments.

(2) Per diem substitutes employed for library teaching shall be assigned to the library.

e. School Program

The school program will be posted in September in an area accessible to the entire faculty.

f. Duty-Free Lunch Period

Teachers will be given a full duty-free period for lunch.

3. Elementary Schools

a. Duty-Free Lunch Period

Every elementary school teacher is to have a duty-free lunch period of 50 minutes.

b. Preparation Periods

(1) All teachers in a special service elementary school will have five preparation periods per week.

(2) All teachers in a non-special service elementary school will have two preparation periods per week.

(3) The term "teachers" as used above shall also include teachers of special education classes.

(4) Corrective Reading Teachers and Teachers of English as a Second Language shall have the same number of preparation periods as all other teachers in the school.

(5) Preparation periods shall be used for unassigned professional work. Teachers are expected to utilize their professional preparation time in such manner as to enable them to further their professional work for the purpose of their greater classroom effectiveness. Preparation periods shall be used for professional, job-related work which may include but is not limited to preparation for classes, preparation of teaching material, presentation of or attendance at demonstration lessons, participation in teacher training, and conferences with the principal, with other teachers, with guidance counselors or with parents.

c. Relief from Non-Teaching Chores

(1) Except for teachers assigned to supervise school aides, teachers will be relieved of the following chores: yard duty, lunchroom, bus, hall, staircase, and all other patrol duties; work on a school-wide basis related to the handling, distribution, storing, and inventorying of books, supplies and equipment, including audio-visual equipment, the duplicating of teaching materials, the collection of money for purposes such as milk and lunch and for school banking, and assisting in the accessioning of library books.

(2) Teachers will be relieved of the duty of scoring city-wide standardized achievement tests and of preparing absentee post cards and truant slips.

(3) Teachers having home room classes in non-special ser-

vice schools will not be given yard or bus patrol duties before or after their school day. Other teachers will be given compensatory time equivalent to the amount of time they spend before or after their school day in the performance of yard or bus duties.

d. Cluster Teacher Program

(1) The term "cluster teacher" refers to teaching personnel in the elementary schools who are specially assigned to the teaching of classes in music, art, science, health education or the fundamental skills and who are not assigned to a homeroom class.

(2) The cluster teacher's program shall include twenty 45-minute teaching periods per week.

(3) Where a music teacher participates for a major portion of the period in a teaching capacity during assemblies, the assembly period shall be deemed a teaching period.

(4) The cluster teacher shall have the same number of preparation periods and duty assignments during the year as all other teachers in the school.

(5) The other periods in the cluster teacher's program shall be devoted to professional activities to be assigned by the principal.

e. Teacher of Library Program

(1) The program of the teacher of library shall include twenty 45-minute teaching periods per week.

(2) The teacher of library shall have the same number of preparation periods and duty assignments during the year as all other teachers in the school.

(3) The other periods in the program of the teacher of library shall be devoted to professional activities related to the library program.

4. K-8 Schools

K-6 teachers in K-8 schools shall have the same teaching schedule as that of elementary school teachers in the K-6 schools.

Seventh and eighth grade teachers in K-8 schools shall have the same program as teachers in the junior high schools.

5. Selection for Assignments

Selection for teaching assignments in programs which serve students in more than one school shall be made from among qualified appli-

cants after posting the job description and qualifications for the position. Such posting shall be in each school in the district for programs serving students in the district. If the program serves students from more than one district the posting shall be in all schools in the system. Upon completing service in the program, the teacher shall be returned to his school and shall take his place on the seniority lists.

6. Special Education

a. Programs of All Special Education Teachers Who Serve in Schools Together with Non-Special Education Teachers

(1) All teachers in Title I elementary schools will have five preparation periods per week, and all teachers in non-Title I elementary schools will have two such periods per week.

(2) All teachers in Title I junior high schools, or in Title I intermediate schools, will have eight preparation periods per week, and all teachers in non-Title I junior high schools, or in non-Title I intermediate schools will have five such periods per week.

(3) Where Special Education teachers work in a high school, they will have five preparation periods per week.

(4) Special education teachers serving in schools together with non-special education teachers will have daily, a duty-free lunch period of 50 minutes in elementary schools or equal in length to the period of time provided for all other teachers in the school in intermediate, junior high and high schools. Such lunch periods shall be scheduled to begin no earlier than 11 a.m. and to end no later than 1:30 p.m.

(5) Where special education teachers work in a school together with non-special education teachers, and where they teach pupils of junior high school or high school level, the special education teachers' programs shall include five administrative periods per week.

(6) In elementary schools, within the six-hour and 20 minute work day, all time in the special education teachers' programs not programmed for teaching periods, preparation periods, duty assignments, and duty-free lunch periods shall be devoted to appropriate professional activities to be assigned by the principal.

(7) On an experimental basis, effective February 1983 through June 30, 1984, the provisions of Article 7A 6 a (2) and 7A 6 a (5) are suspended to the extent necessary to provide:

(a) Non-homeroom special education teachers serving

in Chapter 1 intermediate or junior high schools together with non-special education teachers shall have a maximum teaching load of 25 periods per week.

(b) Non-homeroom special education teachers serving in non-Chapter 1 intermediate or junior high schools together with non-special education teachers shall have a maximum teaching load of 26 periods per week.

(c) The provisions of Article 7A 2b (4) shall apply to special education homeroom teachers in intermediate and junior high schools.

b. Programs of All Special Education Teachers

Not Serving in Schools together with

Non-Special Education Teachers (Special Day Schools, Day Treatment Centers, Institutional Settings, and Other Separate Special Education Settings)

(1) Teachers Serving in Separate Special Education Settings

(a) Except as otherwise provided herein all teachers who serve in separate special education settings will have five preparation periods per week and a daily duty-free lunch period of 50 minutes.

(b) Where teachers in separate special education settings are assigned to administrative periods, such periods will be distributed as equally as possible among all teachers.

(2) Teachers Serving in the School for the Deaf or SLHIC Program

The weekly programs of teachers in the School for the Deaf and in the SLHIC Program shall consist of the following, as may be applicable:

(a) Teachers of pre-kindergarten and elementary levels in the School for the Deaf and the SLHIC program will have two preparation periods per week.

(b) Teachers of the junior high school level in the School for the Deaf and in the SLHIC program will have a weekly program of 25 teaching periods, five preparation periods, five administrative periods, and a home room.

(c) Teachers in the School for the Deaf and in the SLHIC program will be entitled to a duty-free lunch period of 50 minutes.

(3) Teachers Serving in Special Day Schools, Day Treatment Centers, or Institutional Settings.

(a) The weekly programs of teachers serving in all special day schools, or day treatment centers or serving in those institutional settings containing only secondary level classes shall consist of 22 teaching periods, eight preparation periods and five administrative periods.

(b) Teachers in special day schools, day treatment centers and institutional settings will have a daily duty-free lunch period equal in time to a period in the school.

(c) Except for the minimum number of teachers necessary to supervise school aides, teachers in special day schools, day treatment centers or institutional settings will be relieved of routine school-wide clerical duties, of the duties of assisting in the distribution, collection and inventorying of textbooks and supplies, and of related duties not involving children in the normal program of the school. This provision shall apply to institutional schools, where feasible.

(d) Teachers in "special day schools, and day treatment centers shall not be required to return to the school building after escorting pupils to a public conveyance at the end of the school day, except for scheduled conferences.

(e) A policy of rotation of administrative assignments not requiring special skills will be followed except in unusual circumstances.

(f) When a vacancy exists in a day treatment center cluster or special day school cluster, announcement of such vacancy shall be made. Applicants will apply to the head of the school for assignment to the position. The selection will be made from among qualified applicants. When applicants are equally qualified, the selection will be made on the basis of seniority in the school.

c. Programs of Teachers of the Homebound

The weekly programs for teachers of the homebound shall be defined as follows:

(1) Such teachers shall work a six-hour and thirty minute day and the maximum number of pupils assigned to teachers of the homebound shall be six, to the extent permitted by the budget.

(2) Teachers of the homebound shall be allowed 45 minutes for lunch daily, exclusive of duty and travel time.

d. Programs of Teachers who Serve as Resource Teachers or as Itinerant Teachers

(1) Resource teachers and itinerant teachers will have pre-

paration periods in the same number as for all other teachers in the setting where they serve the majority of their time.

(2) Resource teachers and itinerant teachers will be given daily, a duty-free lunch period of 50 minutes, or of such time as is equal to a period in the setting where they work, to be determined by the lunch period in the setting where the teacher serves on the particular day.

e. Programs of All Special Education Teachers

(1) The same relief from non-teaching chores provided in this Agreement for other teachers will be applicable to all special education teachers who teach pupils of the same level.

(2) Teachers of health conservation classes shall be relieved of helping handicapped children on and off buses to the extent legally permissible.

(3) Special education teachers shall have the same number of duty assignments during the year as all other teachers who work on the same level in the school, or in the special education setting.

(4) Where a duty assignment, made in accordance with paragraph 1 of this section, is specifically related to special education pupils, such assignments, where possible, will be given to a special education teacher.

f. Assignments of Special Education Teachers

(1) Except as otherwise provided in this Agreement, selection for special teaching assignments and for non-teaching assignments in special education programs shall be made from among qualified applicants after posting the job description and qualifications for the position. Such posting shall be in such places as will provide a fair opportunity for qualified teachers to apply for the assignments.

(2) Teachers of the Visually Handicapped shall be informed of vacancies arising in the itinerant teaching program, and vacancies shall be filled by qualified applicants within the license. Where applicants are equally qualified, the selection will be made on the basis of seniority in the license.

(3) In the event that a health conservation class in a hospital or other institution is closed, the teacher of the class shall be given a choice of existing health conservation vacancies within the school. Should no vacancies exist, the teacher should be assigned to the class of the teacher in excess.

(4) In the spring, time should be devoted at a faculty conference to a discussion of the procedures to be used in making assignments for the ensuing year. Plans, goals and personnel needs for special programs should also be discussed.

(5) In the event of a reduction in staff in junior high school classes in schools for the deaf, teachers serving out of license shall be the first to be reassigned to elementary school classes. Teachers out of license with the least seniority in the school shall be the first to be so reassigned. For this purpose, seniority in the school shall be determined by the number of years of continuous service in the school as a regularly appointed teacher and as a regular substitute teacher. In the case of teachers who were excessed into the school, continuous service in the school shall include in addition the number of years of continuous regular and regular substitute service in the previous school. Continuity of service shall not be deemed to be interrupted by absence determined to be due to illness, accident or injury suffered in line of duty or by time spent in military service, the Peace Corps or VISTA, or by layoff or leave without pay of one year or less. Teachers on layoff or leave without pay for one year up to four years shall regain the school seniority they had at the commencement of their leave after they serve in the school for one school year following their return.

(6) There shall be a policy of consultation with teachers of the homebound concerning their assignments and there shall be a policy of rotation of such assignments.

(7) Where it is the practice in a school to dismiss pupils during school-wide or city-wide examinations, teachers of special education classes shall also have their classes dismissed when special education examinations are scheduled at the same time as school-wide or city-wide examinations.

7. Education Evaluators

a. Effective on ratification of this Agreement, education evaluators shall have a continuous workday of six hours and forty minutes exclusive of lunch, which shall not be less than thirty minutes per day and no longer than the lunch period at the school or facility in which they are serving. Such workday shall be scheduled to start no earlier than 8:00 A.M. and to end no later than 4:00 P.M. The preference of the employee shall be taken into account in the scheduling.

b. Incumbent education evaluators serving in such positions on or before ratification of this Agreement will receive additional payment equal to one half hour per day at the applicable per session rate so long as they continue to serve as education evaluators.

c. Effective February 1, 1983, education evaluators shall be selected for and retrenched from per session positions on the basis of agreed criteria which shall include preference for appointees vis a vis substitutes, seniority rights, and sharing of per session opportunities among volunteers over the course of a year. During the summer of 1983 the criteria used during the summer of 1982 shall apply to available per session positions. The provisions of Article 15C 2 (Retention) and 6 (Reduction in Per Session Positions) of this Agreement shall not apply for the period of this experiment. The expedited grievance procedure provided in Article 22B 2 a (3) of this Agreement shall apply to grievances arising under this Article 7A7c. This Article 7A7c will expire February 1, 1984 unless continued by mutual agreement of the parties.

B. Class Size Limitations

1. Pre-Kindergarten and Kindergarten

a. The size of pre-kindergarten classes shall be determined on the basis of a maximum of 15 pupils for each teacher, except as specified in 4 below.

b. The size of kindergarten classes shall be determined on the basis of a maximum of 25 pupils for each teacher, except as specified in 4 below.

2. Elementary, Junior High, and High Schools

a. No subject class in elementary school shall exceed 32 pupils, except as specified in 4 below.

b. No subject class in a non-special service junior high school shall exceed 33 pupils, except as specified in 4 below.

c. No subject class in a special service junior high school shall exceed 30 pupils, except as specified in 4 below.

d. No subject class in senior high school shall exceed 34 pupils, except as specified in 4 below. This shall not be accomplished by an increase in the size of classes for the non-college bound students.

e. No class in trade shop subjects in the high schools shall exceed 28 pupils, except as specified in 4 below.

f. The size of physical education classes in the junior and

senior high schools shall be determined on the basis of a maximum of 50 pupils for each teacher, except as specified in 4 below.

g. The size of required music classes in the high schools shall be determined on the basis of a maximum of 50 pupils for each teacher, except as specified in 4 below.

h. The size of ninth grade classes in any high school where more than half of the pupils in the ninth grade have been admitted from reorganized junior high schools shall not exceed the maximum provided above for the junior high schools.

3. Special Day Schools, Day Treatment Centers and Institutional Settings

No class in any special day school, day treatment center or institutional setting shall exceed 15 pupils except as specified in 4 below.

4. Exceptions

An acceptable reason for exceeding the maximum class size limitations listed above may be any of the following:

a. There is no space available to permit scheduling of any additional class or classes in order to reduce class size.

b. Conformity to the class size objective would result in placing additional classes on short time schedule.

c. Conformity to the class size objective would result in the organization of half-classes.

d. A class larger than the maximum is necessary or desirable in order to provide for specialized or experimental instruction, or for IGC instruction, or for placement of pupils in a subject class of which there is only one on a grade.

In the event that it is necessary to assign a teacher to a class which exceeds the maximum size listed above, the principal shall stipulate the reason in writing to the teacher and to the Chancellor. Such statement of reasons may be available for examination by the Union in the Office of the Chancellor.

C. Conferences

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

2. No more than one city-wide conference on school time for the entire faculty of teachers of the homebound will be held during the school year.

3. In any one borough, no more than two borough-wide conferences for teachers of CRMD will be held after school hours during any school year.

4. During any school year, no more than three borough-wide conferences for teachers of health conservation will be held after school hours in any borough.

5. Regular monthly conferences of teachers of speech improvement will be held on school time in September and June. Other regular conferences will begin at 3:00 p.m.

D. Coverage of Classes

1. Teachers having an instructional program who are called for a full-day professional conference to the office of a Board official outside the school shall be relieved by a per diem substitute.

2. Substitutes will be hired to allow an average of four teachers per school per year to visit other schools and to attend educational conferences.

3. The unavailability of a teacher to cover a class constitutes an emergency. It is recognized that, in such emergency, the principal has the responsibility to assign a teacher in the school to the class without regard to the program of the teacher so assigned. Assignment of teachers to cover classes in such emergency shall be made on a rotation basis to the extent possible.

4. Resource Room teachers and Speech Improvement teachers will be treated equitably when involuntary assignments to emergency coverages are required to be made in the school.

5. A per diem substitute who is hired to cover the class of an absent teacher will be assigned to teach such teacher's class.

6. Substitutes employed for CRMD classes shall not be assigned to other duties while any such classes are without any CRMD teacher.

7. Quota teachers currently assigned to vocational high schools shall be phased out in each school by the following means:

a. If an opening becomes available in the teacher's license, he will be assigned to that opening and no replacement quota teacher shall be assigned.

b. If a quota teacher leaves the school for any reason, he shall not be replaced by another quota teacher.

8. In secondary schools teachers who are assigned to cover classes during their preparation period or during an administrative period in

which they are relieved will be paid for such time at the rate of fourteen dollars (\$14.00) (fifteen dollars and twelve cents (\$15.12) effective November 9, 1982; sixteen dollars and eighteen cents (\$16.18) effective September 9, 1983) for each such period in excess of one in any term during the applicable school year. To the extent possible, the assignment of teachers to cover subject classes during their preparation period or during an administrative period in which they are relieved shall be made on a rotation basis among teachers in license.

In elementary schools preparation periods shall not be taken away from classroom teachers except when an emergency arises. The unavailability of a teacher to cover a class constitutes an emergency. Teachers who lose preparation periods because of emergency will be paid for such time at the rate of fourteen dollars (\$14.00) (fifteen dollars and twelve cents (\$15.12) effective November 9, 1982; sixteen dollars and eighteen cents (\$16.18) effective September 9, 1983) for each such period in excess of one in any term during the applicable school year.

When the normal school schedule is changed for a parent-teacher conference day when the teacher's pupils are not in school, a clerical half-day, or a standardized testing day, a teacher who performs such duties during the time he is scheduled to have a preparation period shall lose his preparation period and no compensation shall be due him under this provision except that in elementary schools a preparation period which was lost due to administering a standardized test shall be rescheduled within five school days.

E. Additional Facilities

1. Adequate supplies will be made available in teacher washrooms in schools.
2. Pay telephone facilities in schools will be made available to teachers for their reasonable use.
3. In schools where continuous cafeteria service for teachers is not available, a vending machine for beverages shall be installed at the request of the particular school staff.
4. Teachers of the homebound shall be reimbursed for all business telephone calls.
5. Teaching materials and workbooks shall be made available to teachers of the homebound at a central stockroom on an emergency basis.
6. The Board shall issue parking display cards to identify automo-

biles of teachers of the homebound visiting homebound children.

7. Teachers of the homebound, except for those who work principally in mid-town Manhattan, will be 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. Employees who are authorized to use their personal cars on official business 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.

8. The Board will make every effort to obtain parking privileges for special education teachers of health conservation.

F. Notice of Vacancies for Acting Supervisory Positions

Notice of vacancies for acting supervisory positions shall be posted in each school. The notice will include the requirements for the position or, if this is not possible, a clear indication of the place where the requirements may be obtained. Applicants who meet the requirements for the position shall be entitled to be interviewed for the position.

G. New Teachers

Having a common concern in the training of teachers during the early years following their entrance into the New York City school system, the Board and the Union agree that:

1. During the first year of employment of a teacher in any school but a special service elementary school who has not had previous professional employment as a teacher,

a. His principal shall direct that teacher to devote a reasonable number of his preparation periods, not to exceed twenty (20), to observing classes conducted by more experienced teachers, or to consulting others familiar with classroom problems;

b. The Chancellor shall direct that teacher to participate in an after-school training program of not more than two hours per week and extending over a period of not more than fourteen (14) weeks in each of the two terms of the school year, designed to heighten the capabilities of inexperienced teachers; and

c. The teacher's assignment to classroom duties may be made without reference to the generally applicable policy of rotation of teach-

ing assignments.

2. During the first two years of employment of a teacher in a special service elementary school who has not had previous professional employment as a teacher,

a. His principal shall direct that teacher to devote no more than thirty (30) of his preparation periods during his first year, and no more than twenty (20) during his second year, to observing classes conducted by more experienced teachers, or to consulting others familiar with classroom problems, or to the performance of other training and orientation activities;

b. The Chancellor shall direct that teacher to participate in an after-school training program of not more than two hours per week and extending over a period of not more than fourteen (14) weeks in each of the two terms of the school year, designed to heighten the capabilities of inexperienced teachers; and

c. The teacher's assignment to classroom duties during his first year may be made without reference to the generally applicable policy of rotation of teaching assignments.

H. Joint Efforts

The Board of Education and the Union recognize that a sound educational program requires not only the efficient use of existing resources but also constant experimentation with new methods and organization. The Union agrees that experimentation presupposes flexibility in assigning and programming pedagogical and other professional personnel. Hence, the Union will facilitate its members' voluntary participation in new ventures that may depart from usual procedures. The Board agrees that educational experimentation will be consistent with the standards of working conditions prescribed in this Agreement.

The Board and the Union will continue to participate in joint efforts to promote staff integration.

I. Experimental Program in Shortage License Areas

The Board has informed the Union of the steps it has taken and is continuing to take to minimize or eliminate teacher shortages in particular license areas. Notwithstanding these steps, the parties agree that City-wide shortages of regularly licensed teachers exist in particular licenses ("shortage license areas"). Therefore, the parties have adopted the following provisions on an experimental basis in a mutual effort to address

shortages of teachers in shortage license areas:

1. Assignments pursuant to these provisions shall be effective September 1983. These provisions shall expire on June 30, 1984.

2. In accordance with applicable regulations, at teach reorganization the Chancellor may authorize a particular school, where a vacancy exists in a shortage license area which the Division of Personnel has been unable to fill, to fill the position pursuant to this provision.

3. If the school is so authorized to fill the position hereunder, teachers in the school who are regularly licensed in the shortage license area may apply for a program in which they teach up to five regularly scheduled periods per week beyond the applicable contractual maximum teaching load in lieu of preparation time to which they would otherwise be entitled. For the purposes of implementing these provisions, the "applicable contractual maximum" teaching loads shall be those specifically set forth in this Agreement. Where, however, this Agreement does not specifically set forth maximum teaching loads, the "applicable contractual maximum" teaching loads shall be as follows:

a) Non-homeroom teachers in Chapter 1 intermediate and junior high schools -- 25 periods per week.

b) Non-homeroom teachers in non-Chapter 1 intermediate and junior high schools -- 26 periods per week.

c) Teachers in high schools -- 25 periods per week, except where teachers are programmed for an average of 25 periods.

4. The applications of such teachers shall be granted in order of their seniority. At the next reorganization, the available assignments hereunder, if any, shall be rotated by the following the same procedure. Accordingly, it is the intent of the parties that coverages will be equitably distributed over successive reorganizations and implementation of these provisions shall not modify any of the provisions of Article 7 D.

5. Teachers scheduled to teach in lieu of preparation time as set forth above shall be paid \$2,250 per semester as a special per session payment if they are scheduled to teach five periods per week in lieu of preparation time. Teachers who are scheduled to teach fewer than five periods per week in lieu of preparation time or who are scheduled to teach less than full term shall receive a pro-rata special per session payment here-

under.

6. These provisions shall not be implemented in any school where an excessing situation would be caused by their implementation.

7. The decision of the Chancellor not to authorize implementation of these provisions in a shortage license area in particular school shall be final and not subject to grievance. However, all other aspects of these provisions shall be subject to the grievance and arbitration provisions of this Agreement.

8. Should salary credit regulations be revised in order to recruit personnel in shortage license areas incumbent employees will be treated equitably.

ARTICLE EIGHT

STATEMENT OF POLICY RELATING TO DAY SCHOOL TEACHERS

Following discussions with the Union, the Board, exercising its authority under the Education Law to manage and administer the school system, adopted the following policies relating to day school teachers, which are deemed to be a part of "established policy and practice" within the meaning of the definition of "grievance" contained in Section A, Article Twenty-Two of this Agreement to the extent that such definition is otherwise applicable.

A. High School Division

1. Teacher Programs

No later than 60 days before the end of the term, programming preference sheets should be distributed to all teachers. Where advisable and feasible, preferences will be honored to the extent consistent with the provisions of this Agreement relating to rotation and programming.

No later than 10 school days prior to the end of the term, teachers should be notified of the following matters concerning their programs for the following term:

- a. subjects to be taught;
- b. grades of the subjects to be taught;
- c. any special or unusual classes that teachers will be required to teach;
- d. the grade level and special nature, if any, of the official class;
- e. the session to which a teacher will be assigned if the school operates on more than one session.

No later than the end of the next to the last school day of the term, teachers should receive their building programs for the following term, including the periods and rooms where their teaching assignments occur.

It is understood that all information detailed above is to be considered subject to change if necessary because of changes in subject enrollments, staff changes, and programming exigencies.

2. Program Guidelines

Wherever administratively possible, teacher programs should follow these guidelines:

- a. There should be no more than three consecutive teaching assignments and no more than four consecutive working assignments (including building assignments).

b. The number of different rooms in which assignments occur should be held to the absolute minimum administratively possible.

c. The number of lesson preparations should be kept at the minimum consistent with the nature of the subject, the size of the department, the special offerings of the department, and special requests of teachers. Honor classes and modified classes should be considered as separate preparations. Within a department, teachers with an official class and a full teaching program should be given preference in the assignment of the number of preparations.

d. Equitable standards, within a school, for exemptions from home rooms and building assignments should be applied.

e. In rooms with specific stations (e.g. typing rooms, shops and laboratories) the number of pupils assigned to such rooms should not exceed the number of stations available. In the programming of such classes, an extra number of pupils equal to the anticipated attrition rate may be included.

f. All shops should be programmed by single grade level.

g. All classes in physical education should be homogeneous as to grade level.

3. Rotation

a. In the matters of teaching, special, honor, modified classes and official classes the policy of rotation of qualified persons should be followed insofar as possible.

It is understood, however, that requests by teachers of industrial arts, home economics, and trade subjects to retain their shop subjects and rooms should be honored when not inconsistent with the needs of the school.

b. In the matters of sessions, building assignments, annex assignments, and proctoring assignments the policy of rotation should be followed except for unusual circumstances. It is understood, however, that upon his request, a teacher may retain a particular session or non-teaching assignment if no other qualified teacher desires such session or non-teaching assignment and the needs of the school will be served thereby.

c. The following procedures will apply to non-teaching assignments to positions for which there is a compensatory time allowance:

(1) A list of vacancies, and the qualifications, for all

such non-teaching assignments should be made available to all teachers in the school in sufficient time to permit written application for such assignments.

The selection for such assignments should be made only from among qualified applicants on the list.

(2) Such non-teaching assignments should be made on the basis of seniority in the school among teachers who are equally qualified.

(3) The term of years for the duration of each non-teaching assignment for which there are qualified applicants shall not exceed six years.

(4) A qualified teacher who has not had a non-teaching assignment for which there is a list of applicants should have priority over any other teacher who has had such assignment.

(5) The term of a non-teaching assignment which is made to fill a vacancy occurring before the end of the school year will be considered as beginning as of the first day of the next school year.

(6) A teacher may relinquish any non-teaching assignment after a minimum period of one year.

(7) A seniority list of the faculty shall be made available for inspection by teachers who wish to make application for a non-teaching assignment.

(8) An applicant for an assignment who does not receive the desired assignment, shall, upon request, be given the reasons for not having been selected.

d. The following procedures will apply to shop openings:

(1) Teachers of industrial arts, home economics and trade subjects should be given an opportunity to apply for a particular shop which becomes vacant.

(2) The teacher with the highest seniority in the school from among those who apply shall be given preference if not inconsistent with the needs of the school.

e. Where applicable herein for purposes of rotation, "seniority in the school" shall be determined by the number of years of continuous service in the school as a regularly appointed teacher and as a regular substitute teacher. In the case of teachers who were excessed into the school, continuous service in the school shall include in addition the number of years of continuous regular and regular substitute service in

the previous school. Continuity of service shall not be deemed to be interrupted by absence determined to be due to illness, accident or injury suffered in line of duty or by time spent in military service, the Peace Corps or VISTA, or by layoff or leave without pay of one year or less. Teachers on layoff or leave without pay for more than one year up to four years shall regain the school seniority they had at the commencement of their leave after they serve in the school for one school year following their return.

4. Appropriate Activities in Lieu of Administrative Assignments

a. Teachers not having administrative assignments may use the periods for professional preparation subject to the limited exceptions provided in paragraphs b and c.

b. It is recognized that from time to time extreme emergency situations may develop because of the unavailability of the assigned school aide. In such situations of extreme emergency, the right of the principal to make an emergency assignment is fully recognized.

c. A principal may not direct a teacher to perform a non-instructional duty during a period in which he is relieved of administrative assignments unless the principal reasonably finds it necessary in the particular instance to have the duty performed during that particular period (such as conferring with a parent or child or guidance counselor or other school personnel and training of inexperienced teachers during their initial year of service).

d. A work assignment in such a period which is regarded by a teacher as arbitrary and capricious, discriminatory or outside the range of activities consistent with professional obligations may be challenged under the grievance procedure (including arbitration). Performance of an assigned duty is not to be withheld, however, while the propriety of the assignment is being determined.

e. Nothing in paragraphs a - d shall limit the generally recognized right of a principal to assign teachers tasks which are within the scope of their normal professional responsibilities outside the classroom without programming their performance for particular periods. Such duties as grading pupil work or correcting papers, constructing examinations, and evaluating educational materials will ordinarily fall in this category, although circumstances might bring them within paragraph c.

f. Teachers are not to be required during this period to per-

form clerical work which is not an essential part of their professional activities.

5. Teachers of Library

Teachers of library will not be required to serve in more than one school.

B. Junior High School Division

1. Teacher Programs

By May 1, teachers should be given an opportunity to fill out program preference sheets. Preferences will be honored to the extent consistent with the provisions of this Agreement relating to rotation, seniority and programming.

No later than 10 school days prior to the end of the school year, teachers should be notified of the following:

- a. Subjects to be taught;
- b. Grades of the subjects to be taught;
- c. Any special or unusual classes to be taught;
- d. The grade level and special nature, if any, of the official class;
- e. The session to which a teacher will be assigned if the school operates on more than one session.

Teacher programs for the following year should be given out no later than five school days before the end of the school year.

It is understood that all information detailed above is to be considered subject to change if necessary because of changes in subject enrollments, staff changes, and programming exigencies.

2. Program Guidelines

Wherever administratively possible, teacher programs should follow these guidelines:

- a. Teachers should have at least one unassigned period each day.
- b. There should be no more than three consecutive teaching assignments, except for teachers of subjects normally programmed for double periods.
- c. There should be no more than four consecutive working assignments (including administrative assignments).
- d. The number of different rooms in which assignments occur should be held to the absolute minimum administratively possible.

e. The number of lesson preparations should be kept at the minimum consistent with the nature of the subject, the size of the department, the special offerings of the department, and special requests of teachers. Classes for gifted, bright, average and difficult pupils should be considered as separate preparations. Within a department, teachers with an official class and a full teaching program should be given preference in the assignment of the number of preparations.

f. Only one class per period should be programmed for the library.

g. Administrative periods of teachers of library should be used for library management.

3. Rotation

a. In the matters of types of official classes and gifted, bright, average and difficult subject classes, the policy of rotation of qualified persons should be followed insofar as possible. It is understood however, that requests by teachers of industrial arts and home economics to retain their shop subjects and rooms should be honored when not inconsistent with the needs of the school.

b. In the matter of administrative assignments, sessions and relief from official class, the policy of rotation should be followed except for unusual circumstances. It is understood, however, that upon his request a teacher may retain a particular administrative assignment if no other qualified teacher desires such assignment and the needs of the school will be served thereby.

c. The following procedures will apply to non-teaching assignments to positions for which there is a compensatory time allowance:

(1) A list of vacancies, and the qualifications, for all such non-teaching assignments should be made available to all teachers in the school in sufficient time to permit written application for such assignments. The selection for such assignments should be made only from among qualified applicants on the list.

(2) Such non-teaching assignments should be made on the basis of seniority in the school among teachers who are equally qualified.

(3) The term of years for the duration of each non-teaching assignment for which there are qualified applicants shall not exceed six years.

(4) A qualified teacher who has not had a non-teaching

assignment for which there is a list of applicants should have priority over any other teacher who has had such assignment.

(5) The term of a non-teaching assignment which is made to fill a vacancy occurring before the end of the school year will be considered as beginning as of the first day of the next school year.

(6) A teacher may relinquish any non-teaching assignment after a minimum period of one year.

(7) A seniority list of the faculty shall be made available for inspection by teachers who wish to make application for a non-teaching assignment.

(8) An applicant for an assignment who does not receive the desired assignment shall, upon request, be given the reasons for not having been selected.

d. The following procedures will apply to shop openings:

(1) Teachers of industrial arts and home economics shall be given an opportunity to apply for a particular shop which becomes vacant.

(2) The teacher with the highest seniority in the school from among those who apply shall be given preference, if not inconsistent with the needs of the school.

e. Where applicable herein for purposes of rotation, "seniority in the school" shall be determined by the number of years of continuous service in the school as a regularly appointed teacher and as a regular substitute teacher. In the case of teachers who were excessed into the school, continuous service in the school shall include in addition the number of years of continuous regular and regular substitute service in the previous school.

Continuity of service shall not be deemed to be interrupted by absence determined to be due to illness, accident or injury suffered in line of duty or by time spent in military service, the Peace Corps or VISTA or by layoff or leave without pay of one year or less. Teachers on layoff or leave without pay for more than one year up to four years shall regain the school seniority they had at the commencement of their leave after they serve in the school for one school year following their return.

4. Appropriate Activities in Lieu of Administrative Assignments

a. Teachers not having administrative assignments may use the periods for professional preparation subject to the limited exceptions provided in paragraphs b and c.

b. It is recognized that from time to time extreme emergency situations may develop because of the unavailability of the assigned school aide. In such situations of extreme emergency, the right of the principal to make an emergency assignment is fully recognized.

c. A principal may not direct a teacher to perform a non-instructional duty during a period in which he is relieved of administrative assignments unless the principal reasonably finds it necessary in the particular instance to have the duty performed during that particular period (such as conferring with a parent or child or guidance counselor or other school personnel and training of inexperienced teachers during their initial year of service).

d. A work assignment in such a period which is regarded by a teacher as arbitrary and capricious, discriminatory, or outside the range of activities consistent with professional obligations may be challenged under the grievance procedure (including arbitration). Performance of an assigned duty is not to be withheld, however, while the propriety of the assignment is being determined.

e. Nothing in paragraphs a-d shall limit the generally recognized right of a principal to assign teachers tasks which are within the scope of their normal professional responsibilities outside the classroom without programming their performance for particular periods. Such duties as grading pupil work or correcting papers, constructing examinations, and evaluating educational materials will ordinarily fall in this category, although circumstances might bring them within paragraph c.

f. Teachers are not to be required during this period to perform clerical work which is not an essential part of those professional activities to which they may properly be assigned during this period.

5. Special Policies for Teachers of Industrial Arts

Wherever practicable, the following policies should be adopted in the Junior High School Division:

a. Industrial arts teachers should teach only in their licensed area.

b. Industrial arts teachers should not be assigned to administrative periods when other shops are in operation.

c. All shops should be in operation at the same time.

d. Maximum opportunity for exploration should be accorded all shop pupils.

e. All shops should be programmed by grade levels and homogeneously.

6. Class Size

In special service schools in the Junior High School Division, classes in industrial arts and home economics should not exceed 22 students.

In regular schools in the Junior High School Division, classes in industrial arts and home economics should not exceed 24 students.

C. Elementary School Division

1. Teacher Assignments

a. Early in the spring, time should be devoted at a faculty conference to a discussion of the procedures to be used in making assignments for the coming year. Plans, goals and personnel needs for special programs should also be discussed.

b. At that time, teachers should be given an opportunity to fill out "preference sheets" indicating three preferences in order of priority of grade level and type of class on that level, with the understanding that where advisable and possible, such preferences will be honored. Teachers should be given an opportunity to discuss their assignment requests with their principal.

c. With regard to requests as to grade level or special assignment (such as CRT, IGC), teachers with the highest seniority in the school should be given preference if qualifications for the position are the same. For this purpose, seniority in the school shall be determined by the number of years of continuous service in the school as a regularly appointed teacher and as a regular substitute teacher. In the case of teachers who were excessed into the school, continuous service in the school shall include in addition the number of years of continuous regular and regular substitute service in the previous school. Continuity of service shall not be deemed to be interrupted by absence determined to be due to illness, accident or injury suffered in line of duty or by time spent in military service, the Peace Corps or VISTA or by layoff or leave without pay of one year or less. Teachers on layoff or leave without pay for more than one year up to four years shall regain the school seniority they had at the commencement of their leave after they serve in the school for one school year following their return.

d. Vacancies in special teaching assignments occurring at any

time during the year which will extend through the year shall be filled in the same way as vacancies occurring at the beginning of the year, except that this provision shall not apply to vacancies occurring one month before the end of the school year.

e. The Board will prepare and make available in every school, in time for teachers to apply for assignments, an official circular setting forth the uniform system-wide qualifications required for assignment as a teacher of an IGC class.

f. In order to make certain that teachers are not frozen into positions which are relatively easy or difficult, the following procedures should be adopted in making class assignments (other than special assignments, such as RIT, IGC) on a particular grade level:

1. On each grade level, classes should be divided into two categories, "difficult" and "less difficult," in terms of reading achievement. In general, a teacher who has been assigned to a class in the one category for a period of one year should be assigned to the other category for the next year. Teachers who have served in a school for one year or longer should receive assignments for the next school year before June 15.

2. In the case of IGC classes the policy of rotation every three years of qualified teachers should be followed.

3. The policy of rotation within the grade should be followed in the assignment of teachers to portable classrooms, annexes, and other out-of-building facilities except for unusual circumstances.

g. A continuous record of teacher assignments should be kept at the school and be made available to chapter chairmen.

2. Assignment as OTP

a. The Board will prepare and make available in every school, in time for teachers to apply for assignments, an official circular setting forth the uniform system-wide qualifications required for assignment as an OTP.

b. The selection of OTP's will be made from among qualified applicants within the school. Where applicants within the school are equally qualified, the selection will be made on the basis of seniority in the school.

c. Where no applicants within a school are qualified, the selection will be made from among qualified applicants outside the school. Where applicants from outside the school are equally qualified, the selec-

tion will be made on the basis of the number of years of teaching service on regular appointment in the school system.

3. New Positions

In selecting teachers for new positions created at or before the beginning of the school year, preference shall be given to members of the staff before applicants outside the school are considered for such positions.

D. Special Education

1. Speech Improvement - Special Assignments

Where feasible, newly created speech improvement teaching positions will be announced in sufficient time to permit written applications for such positions. Criteria for assignment to the positions will be prepared. Where qualifications of applicants for a position are the same, the selection will be made on the basis of seniority of applicants in the Speech Improvement license.

2. Special Day Schools and Day Treatment Centers - Teacher Programs

The provisions of Section B, paragraph 1 of this article entitled "Teacher Programs" relating to the Junior High School Division shall apply to teachers in the special day schools and day treatment centers.

ARTICLE NINE

PROCEDURES FOR HANDLING SPECIAL BEHAVIOR PROBLEMS

The Board agrees that the procedures and policies concerning the problem of disruptive children, embodied in the Special Circular which is reproduced in Appendix B following this Agreement, will not be changed during the term of this Agreement, except the Chancellor may modify the circular provided that the Union finds such modification acceptable.

The provisions of the circular shall be subject to the grievance procedure and to arbitration only for the purpose of determining whether there has been a failure to comply with the procedural steps prescribed in the circular.

ARTICLE TEN

SAFETY

A. 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 a teacher 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 teacher 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 teacher 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 teacher of its readiness to assist the teacher.

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

4. Should the Office of Legal Services fail to provide an attorney to appear with the teacher in Family Court, the Board will reimburse the teacher 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 non-attendance days with pay.

6. The provisions of the 1982-83 Chancellor's Memorandum entitled "Assistance to Staff in Matters Concerning Assaults" shall apply.

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

The principal shall render his decision within 24 hours after receiving the complaint.

If the teacher is not satisfied with the decision of the principal, he may appeal in writing as promptly as possible to the community superintendent or the assistant superintendent as may be appropriate.

The community superintendent or assistant superintendent shall render his decision in writing to the teacher within 24 hours after receiving the appeal.

If the teacher is not satisfied with the decision of the community superintendent or assistant superintendent, he may appeal in writing to the 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 teacher within 48 hours after receiving the appeal. If a hearing is requested, it shall be held within 48 hours and the decision shall be rendered within 48 hours after the close of the hearing. The decision of the Director of School Safety shall be final and binding.

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

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

C. 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.

ARTICLE ELEVEN
RATES OF PAY AND WORKING CONDITIONS OF
TEACHERS ASSIGNED, EDUCATION ADMINISTRATORS,
EDUCATION OFFICERS AND EDUCATION ANALYSTS

I. Teachers Assigned

A. Benefits and Working Conditions

Teachers assigned shall be covered by the provisions of this Agreement except that:

1. A teacher assigned who has been granted additional compensation by Board resolution shall continue to receive such additional compensation while in such assignment in accordance with the terms of the Board resolution.

2. Only the following provisions of Article Five entitled "Licensure, Assignment, and Appointment" shall apply: Section D, "Withdrawal of Resignation and Subsequent Reappointments"; Section E, "Absence Without Notice."

3. Only the following provisions of Article Seven entitled "Working Conditions in Schools and Bureaus of Day School Teachers" shall apply: Section E, "Additional Facilities"; Section F, "Notice of Vacancies for Acting Supervisory Positions" to be applicable to district offices and central headquarters.

4. Only Parts I and IV of this Article Eleven shall apply.

5. Only the following provisions of Article Seventeen entitled "Retention, Excessing and Layoff" shall apply: Section B, "Excessing Rules"; Section D "Layoff."

6. The following Articles of this Agreement shall not apply: Article Six, "Hours"; Article Eight, "Statement of Policy Relating to Day School Teachers"; Article Nine, "Procedures for Handling Special Behavior Problems"; Article Twelve, "Rates of Pay and Working Conditions of WNYE Teachers"; Article Thirteen, "Working Conditions of Per Diem Substitutes"; Article Fourteen, "Rates of Pay and Working Conditions of Adult Education Employees"; Article Fifteen, "Rates of Pay and Working Conditions of Per Session Teachers"; Article Eighteen, "Transfers"; Article Nineteen C, "Leaves of Absence for Union Officers"; Article Twenty, "Matters Not Covered" (third paragraph); Article Twenty-Three, "Special Complaints."

B. Assignment as a Teacher Assigned

1. Notice of openings for positions as teachers assigned to district offices or central headquarters shall be posted. The notice shall set forth the job description and qualifications for the positions. Selection for the positions shall be from among qualified applicants who are regularly appointed teachers. Such notice shall be posted in all schools in the district for a position in a district office; or in all schools in the system for a position at central headquarters.

2. Assignment to a district office or central headquarters will be on a voluntary basis for a specified period of time or without limit of time. At the end of the assignment the teacher shall have the right to return to the district from which he was assigned. In the case of assignment from a high school or bureau the teacher shall have the right to return to his former school or to the bureau.

3. A teacher assigned who requests a return to his former position within one year or, if his assignment terminates sooner, at the end of the assignment, shall be returned to his former school in accordance with his seniority.

C. Hours of Service

The hours of service of a teacher assigned shall be thirty-five hours per week, exclusive of a daily one hour lunch period. The daily schedule of work shall be 9 AM to 5 PM unless otherwise specified in the assignment, except that during the summer months the daily schedule of work shall be the same as that of administrative employees of the Board.

D. Work Year

1. The work year of a teacher assigned whose work is preponderantly connected with school year instructional programs, their staff and/or students shall be the same work year as a day school teacher and in addition the teacher assigned may be required to serve a week during the Christmas recess, Easter recess or the summer vacation period.

2. The work year for all other teachers assigned shall commence on September 1 of each year and end on the following August 31. During each such work year the teacher assigned shall be granted 31 days vacation to be scheduled during the Christmas recess, Easter recess, summer vacation period and such other periods as can be mutually arranged with the Bureau or office head.

II. Education Administrators

A. Applicability

Education administrators covered by this Agreement are all those at salary levels C, B, A and all non-supervisory Education Administrators at Level I.

B. Salaries

1. Salary Adjustments and Salary Ranges

a. During the term of this Agreement the salary ranges applicable to Education Administrators in the unit shall be:

	<u>E F F E C T I V E</u>		
	<u>Sept. 9, 1982</u>	<u>Nov. 9, 1982</u>	<u>Sept. 9, 1983</u>
<u>Level C</u>	<u>11,930-17,533</u>	<u>12,884-18,936</u>	<u>13,786-20,262</u>
<u>Level B</u>	<u>17,533-22,792</u>	<u>18,936-24,615</u>	<u>20,262-26,338</u>
<u>Level A</u>	<u>22,792-28,624</u>	<u>24,615-30,914</u>	<u>26,338-33,078</u>
<u>Level I</u>	<u>28,624-35,622</u>	<u>30,914-38,472</u>	<u>33,078-41,165</u>

b. Incumbents shall have the following salary adjustment:

Effective September 9, 1982, an increase of \$750 per annum in their base rates.

Effective November 9, 1982, an 8% increase.

Effective September 9, 1983, a 7% increase.

2. Initial Appointment or Assignment

Education Administrators newly assigned or appointed during the term of this Agreement shall be placed at the minimum of the applicable range except:

a. E.A.'s in levels C or B and E.A.'s whose service immediately prior to assignment or appointment as an E.A. was with the Board shall receive a 10% salary increase or the minimum salary of the range, whichever is greater.

b. E.A.'s in salary levels A and I with service immediately prior to assignment or appointment as an E.A. in a non-Board position related to their E.A. position may receive up to 10% more than their salary in the related position.

c. If, prior to appointment or assignment to a job, it is established that the scope of the duties and responsibilities of the job are substantially greater than the scope of the duties and responsibilities of jobs at the minimum of the applicable salary range, a higher salary rate shall be set, consistent with the scope of the duties and responsibilities, following audit and review by the Division of Personnel and after consultation with the Union and the approval of the Chancellor. In case

of disagreement as to the determination or the rate, the dispute may be submitted for a determination through the grievance and arbitration procedure. Pending final determination of this dispute, the minimum of the dispute, the minimum of the applicable range shall be paid. It is understood that the salary above the minimum is set for the specific job.

d. Salary placement pursuant to paragraphs a, b, or c above shall not exceed the maximum of the applicable range.

C. Benefits and Working Conditions

Education Administrators shall be covered by the provisions of this Agreement except:

1. Only the following provisions of the Article Three entitled Salaries and Benefits of Day School Teachers shall apply: Section B, "Municipal Coalition Economic Agreement"; Section G, "Welfare Benefits"; Section H, "Reimbursement for Medical Expenses"; Section I, "Damage or Destruction of Property"; Section J, "Semi-Monthly Salary Payment" and Section K, "Pay Practices".

2. Only the following provisions of Article Five entitled Licensure, Assignment and Appointment shall apply: Section D, "Withdrawal of Resignation and Subsequent Reappointment" subject to the procedures set forth in special Circular 30R, 1977-1978 and Section E, "Absence without Notice."

3. Only the following provisions of Article Seven entitled Working Conditions in Schools and Bureaus of Day School Teachers shall apply: Section E, "Additional Facilities", and Section F, "Notice of Vacancies for Acting Supervisory Positions" to be applicable to district offices and central headquarters.

4. Only Parts II and IV of this Article Eleven shall apply.

5. Only the following provisions of Article Sixteen entitled Leaves shall apply: Section D, "Military Service Pay", and Section E, "Payment for Jury Duty".

6. Only the following provisions of Article Seventeen entitled Retention, Excessing and Layoff shall apply: Section B, "Excessing Rules", Section C, "Appointment to New Program, License or Title" and Section D, "Layoff".

7. Only Section C 1, "Hardship Transfers", of Article Eighteen entitled Transfers shall apply.

8. Article Nineteen, entitled Union Activities, Privileges, and Responsibilities shall apply except for Section B, "Time for Union Representatives" and Section C, "Leaves of Absence for Union Officers".

9. The following Articles shall not apply: Article Six entitled Hours; Article Eight entitled Statement of Policy Relating to Day School Teachers; Article Nine entitled Procedures for Handling Special Behavior Problems; Article Twelve entitled Rates of Pay and Working Conditions of WNYE Teachers; Article Thirteen entitled Working Conditions of Per Diem Substitutes; Article Fourteen entitled Rates of Pay and Working Conditions of Adult Education Employees; and Article Fifteen entitled Rates of Pay and Working Conditions of Per Session Teachers.

D. Workweek

The hours of work for Education Administrators shall be 35 hours per week, exclusive of a daily one-hour lunch period.

E. Work Year

Education Administrators shall have a work year beginning September 1 and ending the following August 31.

Education Administrators will be paid for all Board of Education holidays and all other days on which their office is closed for special observance or emergency pursuant to action of the Chancellor or community superintendent.

F. Sick Leave

1. A sick leave allowance of one day per month of service shall be credited to Education Administrators and shall be used only for personal illness of the employee.

2. Sick leave allowance is cumulative up to 200 days.

3. Proof of illness may be required for absences of more than three consecutive workdays.

4. The normal unit of charge against sick leave allowance is one-half day. However, the Education Administrator's immediate supervisor may approve the use of units of one hour.

5. In the calculation of sick leave allowance, a full month's credit shall be given to an Education Administrator who has been in full pay status for at least 17 calendar days during that month, provided that:
(a) where an Education Administrator has been absent without pay for an accumulated total of more than 30 calendar days in the workyear, he shall lose the sick leave credits earnable in one month for each 30 days of such accumulated absence even though in full pay status

for at least 15 days in each month during this period, and (b) if an Education Administrator loses sick leave allowance under this rule for several months in the workyear because he has been in full pay status for fewer than 15 days in each month, but accumulated during said months a total of 30 or more calendar days in full pay status, the Education Administrator shall be credited with the sick leave allowance earnable in one month for each 30 days of such full pay status.

6. Where an Education Administrator is hospitalized on annual leave the period of such verified hospitalization shall be charged to sick leave and not to annual leave. Where an Education Administrator is seriously disabled but not hospitalized while on annual leave and providing the Education Administrator submits proof of such disability satisfactory to the Executive Director of Personnel, written approval of the Executive Director may be given to charge such leave time to sick leave and not to annual leave at the employee's option.

7. Sick leave allowances accumulated in another Board or City position shall be transferred to the employee's bank when he becomes an Education Administrator.

8. At the discretion of the Executive Director of Personnel and upon the recommendation of the appropriate superintendent:

(1) Education Administrators who have exhausted all earned sick leave balances may be permitted to use unearned sick leave allowance up to the amount earnable in one year of service, chargeable against future earned sick leave; and

(2) Education Administrators may also be granted sick leave with pay for three months after 10 years of City service, after all credits have been used. In special instances, sick leave with pay may be further extended, with the approval of the Executive Director of Personnel. The Executive Director of Personnel shall base the determination in this matter on the nature and extent of illness and the length and character of service. Such extension, if granted, may not exceed nine months.

G. Annual Leave

1. Except as otherwise provided in Subsection 2 of this Section G, Education Administrators shall have an annual leave allowance as follows:

<u>Years of Continuous Board and/or City Service</u>	<u>Monthly Accrual Rate</u>	<u>Annual Leave Allowance</u>
<u>Less than 8 years</u>	<u>1 2/3 days</u>	<u>20 work days</u>
<u>8 to 15 years</u>	<u>2 days plus one additional day in December</u>	<u>25 work days</u>
<u>15 years or more</u>	<u>2 1/4 days</u>	<u>27 work days</u>

2. Education Administrators entitled to 31 days annual leave prior to September 9, 1980 shall continue to earn annual leave at the rate of 31 days per year (based on a monthly accrual rate of two and one-half (2 1/2) days per month, plus one additional day (3 1/2 days) for the month of December).

3. In calculating years of continuous service for purposes of annual leave allowance under Subsection 1 of this Section G, credit shall be given for all active City service, including pedagogical and non-pedagogical service in the Board of Education and service in City agencies. Continuity of service shall not be deemed to be interrupted except by separation from service for a continuous period of more than one year and one day.

4. Up to two years' annual leave allowance may be accumulated by an Education Administrator and carried over from one work year to another.

5. For good reason, an Education Administrator may request and the appropriate community or assistant superintendent may permit the use of up to ten days of annual leave allowance before it is earned.

6. Use of accrued annual leave shall be scheduled by mutual agreement of the Education Administrator and his superior. The employee's preference shall not be unreasonably denied.

If an Education Administrator's request to use annual leave is denied, he shall be entitled to carry over that portion of his annual leave allowance so denied for one additional work year, notwithstanding that his accrual of annual leave may thereby exceed two years' entitlement.

7. The minimum unit of charge against annual leave allowance shall be one hour.

8. For the earning of annual leave allowance under Subsection 1 of this Section G, a full month's allowance shall be earned by an employee who had been in full pay status for at least 15 calendar days during that month, provided that: (a) where an employee had been absent without pay for an accumulated total of more than 30 calendar days in the work year, the employee shall lose the annual leave allow-

ance earnable in one month for each 30 days of such accumulated absence, even though in full pay status for at least 15 calendar days in each month during this period; and (b) if an employee loses annual leave under this rule for several months in the workyear because the employee had been in full pay status for fewer than 15 days in each month, but accumulated during said months a total of 30 or more calendar days in full pay status, such employee shall be credited with annual leave earnable in one month for each 30 days of such full pay status.

H. Leaves Without Pay

1. Leaves of absence without pay may be granted to Education Administrators on application for a period of three years or less for the purpose of study, restoration of health, or for other satisfactory reasons on the same basis as apply to other pedagogical employees.

2. No Education Administrator upon return to actual service shall be placed on a salary step or salary level lower than his salary step or salary level immediately prior to the initial date of the leave.

I. Vested Benefits

All annual leave, sick leave, sabbatical leave, compensatory and Cumulative Absence Reserve time balances to the credit of an Education Administrator as of March 31, 1979 shall remain to the employee's credit. Such balances may be used in accordance with leave regulations and to the extent not used are applicable toward terminal leave, leave in lieu of sabbatical and/or separation or termination from employment.

III. Education Officers and Education Analysts

A. Applicability

Education Officers and Education Analysts covered by this Agreement are: employees in the titles Education Officer, Education Analyst, Associate Education Officer, and Associate Education Analyst except those serving the Offices of the Chancellor, Deputy Chancellors, Labor Relations and Collective Bargaining, and Legal Services; those serving in the Office of Budget Operations and Review and in the Division of Personnel, except employees who are neither managerial nor confidential as defined in Section 201.7 of Article 14 of the CSL; and those serving elsewhere in the Board of Education who are managerial or confidential as defined in Section 201.7 of Article 14 of the CSL.

B. Salaries

1. Salary Adjustments and Salary Ranges

a. During the term of this Agreement the salary ranges applicable to Education Officers and Education Analysts in the unit shall be:

	<u>E F F E C T I V E</u>		
	<u>Sept. 9, 1982</u>	<u>Nov. 9, 1982</u>	<u>Sept. 9, 1983</u>
<u>Education Officer</u>	<u>19,578-25,318</u>	<u>21,144-27,343</u>	<u>22,624-29,257</u>
<u>Education Analyst</u>	<u>19,578-25,318</u>	<u>21,144-27,343</u>	<u>22,624-29,257</u>
<u>Assoc. Education Officer</u>	<u>25,697-33,272</u>	<u>27,753-35,934</u>	<u>29,696-38,449</u>
<u>Assoc. Education Analyst</u>			

b. Incumbents shall have the following salary adjustments:

Effective November 9, 1982 an 8% increase; and effective September 9, 1983 a 7% increase.

2. Initial Appointment or Assignment

Education Officers and Education Analysts newly assigned or appointed during the term of this Agreement shall be placed at the minimum of the applicable range except:

a. Education Officers and Education Analysts whose service immediately prior to assignment or appointment as an Education Officer or Education Analyst was with the Board shall receive a salary no less than they were receiving immediately prior to such assignment or appointment.

b. Education Officers and Education Analysts who service immediately prior to assignment or appointment as an Education Officer or Education Analyst was in a non-Board position related to their Education Officer or Education Analyst position shall receive no less than their salary in the related position.

c. If, prior to appointment or assignment to a job, it is established that the scope of the duties and responsibilities of the job are substantially greater than the scope of the duties and responsibilities of jobs at the minimum of the applicable salary range, a higher salary rate shall be set, consistent with the scope of the duties and responsibilities, following audit and review by the Division of Personnel and after consultation with the Union and the approval of the Chancellor. In case of disagreement as to the determination or the rate, the dispute may be submitted for a determination through the grievance and arbitration procedure. Pending final determination of this dispute, the minimum of the

applicable range shall be paid. It is understood that the salary above the minimum is set for the specific job.

d. Salary placement pursuant to paragraphs a, b, or c above shall not exceed the maximum of the applicable range.

C. Benefits and Working Conditions

Education Officers and Education Analysts shall be covered by the provisions of this Agreement except:

1. Only the following provisions of the Article Three entitled Salaries and Benefits of Day School Teachers shall apply: Section B, "Municipal Coalition Economic Agreement"; Section G, "Welfare Benefits"; Section H, "Reimbursement for Medical Expenses"; Section I, "Damage or Destruction of Property"; Section J, "Semi-Monthly Salary Payment" and Section K, "Pay Practices".

2. Only the following provisions of Article Five entitled Licensure, Assignment and Appointment shall apply: Section E, "Absence without Notice."

3. Only the following provision of Article Seven entitled Working Conditions in Schools and Bureaus of Day School Teachers shall apply: Section E, "Additional Facilities".

4. Only the following provisions of Article Sixteen entitled Leaves shall apply: Section D, "Military Service Pay", and Section E, "Payment for Jury Duty".

5. Only Section C 1, "Hardship Transfers", of Article Eighteen entitled Transfers shall apply.

6. Article Nineteen, entitled Union Activities, Privileges, and Responsibilities shall apply except for Section B, "Time for Union Representatives" and Section C, "Leaves of Absence for Union Officers".

7. The following Articles shall not apply: Article Four entitled Pension and Retirement Program Article Six entitled Hours; Article Eight entitled Statement of Policy Relating to Day School Teachers; Article Nine entitled Procedures for Handling Special Behavior Problems; Article Twelve entitled Rates of Pay and Working Conditions of WNYE Teachers; Article Thirteen entitled Working Conditions of Per Diem Substitutes; Article Fourteen entitled Rates of Pay and Working Conditions of Adult Education Employees; and Article Fifteen entitled Rates of Pay and Working Conditions of Per Session Teachers; Article Seventeen entitled Retention, Excessing and Layoff.

D. Workweek

The hours of work for Education Officers and Education Analysts shall be 35 hours per week, exclusive of a daily one-hour lunch period.

E. Holidays

Education Officers and Education Analysts will be paid for all Board of Education holidays and all other days on which their office is closed for special observance or emergency pursuant to action of the Chancellor or community superintendent.

F. Sick Leave

1. A sick leave allowance of one day per month of service shall be credited to Education Officers and Education Analysts and shall be used only for personal illness of the employee.

2. Sick leave allowance is cumulative up to 200 days.

3. Proof of illness may be required for absences of more than three consecutive workdays.

4. The normal unit of charge against sick leave allowance is one-half day. However, the Education Officer or Education Analyst's immediate supervisor may approve the use of units of one hour.

5. In the calculation of sick leave allowance, a full month's credit shall be given to an Education Officer or Education Analysts who has been in full pay status for at least 15 calendar days during that month, provided that:

(a) where an Education Officer or Education Analyst has been absent without pay for an accumulated total of more than 30 calendar days in the workyear, he shall lose the sick leave credits earnable in one month for each 30 days of such accumulated absence even though in full pay status for at least 15 days in each month during this period, and

(b) if an Education Officer or Education Analyst loses sick leave allowance under this rule for several months in the workyear because he has been in full pay status for fewer than 15 days in each month, but accumulated during said months a total of 30 or more calendar days in full pay status, the Education Officer or Education Analyst shall be credited with the sick leave allowance earnable in one month for each 30 days of such full pay status.

6. Where an Education Officer or Education Analyst is hospitalized on annual leave the period of such verified hospitalization shall be charged to sick leave and not to annual leave. Where an Education Officer or Education Analyst is seriously disabled but not hospital-

ized while on annual leave and providing the Education Officer or Education Analyst submits proof of such disability satisfactory to the Executive Director of Personnel, written approval of the Executive Director may be given to charge such leave time to sick leave and not to annual leave at the employee's option.

7. Sick leave allowances accumulated in another Board or City position shall be transferred to the employee's bank when he becomes an Education Officer or Education Analyst only if any break in service is 31 days or less.

8. At the discretion of the Executive Director of Personnel and upon the recommendation of the appropriate superintendent:

(1) Education Officers and Education Analysts who have exhausted all earned sick leave balances may be permitted to use unearned sick leave allowance up to the amount earnable in one year of service, chargeable against future earned sick leave; and

(2) Education Officers and Education Analysts may also be granted sick leave with pay for three months after 10 years of City service, after all credits have been used. In special instances, sick leave with pay may be further extended, with the approval of the Executive Director of Personnel. The Executive Director of Personnel shall base the determination in this matter on the nature and extent of illness and the length and character of service.

G. Annual Leave

1. Except as otherwise provided in Section B of this Article, Education Officers and Education Analysts shall have an annual leave allowance as follows:

<u>Years of Continuous Board and/or City Service</u>	<u>Monthly Accrual Rate</u>	<u>Annual Leave Allowance</u>
<u>Less than 8 years</u>	<u>1 2/3 days</u>	<u>20 work days</u>
<u>8 to 15 years</u>	<u>2 days plus one additional day in December</u>	<u>25 work days</u>
<u>15 years or more</u>	<u>2 1/4 days</u>	<u>27 work days</u>

2. Education Officers and Education Analysts entitled to 31 days annual leave prior to September 9, 1980 shall continue to earn annual leave at the rate of 31 days per year (based on a monthly accrual rate of two and one-half (2 1/2) days per month, plus one additional day (3 1/2 days) for the month of December).

3. In calculating years of continuous service for purposes of annual leave allowance under Section A, of this Article, credit shall be given for all active City service, including pedagogical and non-pedagogical service in the Board of Education and service in City agencies. Continuity of service shall not be deemed to be interrupted except by separation from service for a continuous period of more than thirty-one days.

4. Up to two years' annual leave allowance may be accumulated by an Education Officer or Education Analysts and carried over from one vacation year to another.

5. For good reason, Education Officers and Education Analysts may request and the appropriate community or assistant superintendent may permit the use of up to ten days of annual leave allowance before it is earned.

6. Use of accrued annual leave shall be scheduled by mutual agreement of the Education Officer or Education Analyst and his superior. The employee's preference shall not be unreasonably denied.

If an Education Officer's or Education Analyst's request to use annual leave is denied, he shall be entitled to carry over that portion of his annual leave allowance so denied for one additional vacation year, notwithstanding that his accrual of annual leave may thereby exceed two years' entitlement.

7. The minimum unit of charge against annual leave allowance shall one hour.

8. For the earning of annual leave allowance under Section A, a full month's allowance shall be earned by an employee who had been in full pay status for at least 15 calendar days during that month, provided that: (a) where an employee had been absent without pay for an accumulated total of more than 30 calendar days in the vacation year, the employee shall lose the annual leave allowance earnable in one month for each 30 days of such accumulated absence, even though in full pay status for at least 15 calendar days in each month during this period; and (b) if an employee loses annual leave under this rule for several months in the vacation year because the employee had been in full pay status for fewer than 15 days in each month, but accumulated during said months a total of 30 or more calendar days in full pay status, such employee shall be credited with annual leave earnable in one month for each 30 days of such full pay status.

9. The vacation year shall begin on May 1 and end the following April 30.

H. Leaves Without Pay

1. Leaves of absence without pay may be granted to Education Officers and Education Analysts on the same basis as apply to other administrative employees.

2. No Education Officer or Analyst upon return to actual service shall be placed at a salary lower than his salary immediately prior to the initial date of the leave.

I. Vested Benefits

All annual leave, sick leave, sabbatical leave, compensatory and Cumulative Absence Reserve time balances to the credit of an Education Officer or Education Analyst as of March 31, 1979 shall remain to the employee's credit. Such balances may be used in accordance with leave regulations and to the extent not used are applicable toward terminal leave, leave in lieu of sabbatical and/or separation or termination from employment.

IV. Chapter Chairman Time

The Chairman of the Chapter shall be allowed one-half day per week for the investigation of grievances of teachers assigned and for other appropriate activities relating to the administration of this Agreement and to the duties of his office.

ARTICLE TWELVE

RATES OF PAY AND WORKING CONDITIONS OF WNYE TEACHERS

A. Salary

Teachers assigned to WNYE (hereinafter referred to as "WNYE teachers") shall receive salaries appropriate to their license and years of service as provided in Article III of this Agreement.

B. Differential

During the period of their assignment WNYE teachers shall be entitled to receive a salary differential of \$525 per semester (\$567 per semester effective November 9, 1982; \$607 per semester effective September 9, 1983).

C. Benefits and Working Conditions

WNYE teachers shall be covered by the provisions of this Agreement except that:

1. Only the following provisions of Article Five entitled "Licensure, Assignment and Appointment" shall apply: Section D, "Withdrawal of Resignation and Subsequent Reappointment;" Section E, "Absence Without Notice."

2. Only the following provisions of Article Seventeen entitled "Retention, Excessing and Layoff" shall apply: Section D, "Layoff."

3. Section B of Article Seventeen entitled, "Excessing Rules" shall apply as follows: The employee shall be subject to excessing in the school or bureau from which he accepted his assignment. At the expiration of the period of such assignment, the employee upon returning to his school or bureau may be excessed in accordance with applicable regulations.

4. Article Six A entitled "School Day" shall apply as scheduled by the Director.

5. The following articles of this Agreement shall not apply: Article Seven, "Working Conditions in Schools and Bureaus of Day School Teachers" Article Eight, "Statement of Policy Relating to Day School Teachers"; Article Nine, "Procedures for Handling Special Behavior Problems"; Article Eleven, "Rates of Pay and Working Conditions of Teachers Assigned"; "Education Administrators, Education Officers and Education Analysts"; Article Thirteen, "Working Conditions of Per Diem Substitutes"; Article Fourteen, "Rates of Pay and Working Conditions of Adult Education Employees" Article Fifteen, "Rates of Pay and Working Conditions of Per Session Teachers"; Article Eighteen, "Transfers"; Article Nineteen C,

"Leaves of Absence for Union Officers"; Article Nineteen J, "Information at the School or Bureau"; Article Twenty, "Matters Not Covered" (third paragraph); Article Twenty-Three, "Special Complaints."

D. Chapter Meetings

Upon request to the head of the Bureau of Radio and Television Education (herein referred to as "the bureau"), chapter members shall be permitted to meet within the bureau under circumstances which will not interfere with the programs of the bureau. Such meetings may be held only during the lunch period or before or after working hours, at a place to be assigned by the head of the bureau where other staff members, or children, or the public are not present.

E. Consultation Meetings

The head of the bureau and the chapter representative in the bureau will meet once a month during the school year at a mutually convenient time to consult on matters of policy involving the professional interests of WNYE teachers and on questions relating to the implementation of this Agreement.

F. Selection Procedures

The Bureau of Radio and Television Education will prepare and make available in every school, in time for teachers to apply for assignments, an official circular setting forth the qualifications for assignment. This circular shall be posted on appropriate teacher bulletin boards.

The selection of a teacher for radio or television teaching will be made from among the best qualified applicants. Where applicants are equally qualified the selection will be made on the basis of the number of years of teaching service on regular appointment in the school system.

G. Duration of Assignment

Assignment to WNYE will be on a voluntary basis for a specified period of time. At the end of the assignment the teacher shall have the right to return to the district from which he was assigned if the assignment to WNYE was made with the consent of the district; if the assignment was made with the consent of the Division of High Schools or of a bureau, the teacher shall have the right to return to his former school or to the bureau.

H. Other Conditions

Since the radio and television programs produced by the Board of Education have been done at public expense, ownership of all materials relating thereto is vested in the Board of Education. This includes instruc-

tional manuals, tapes, films and kinescopes.

At the end of a three-year period following the date of the original production, and each year thereafter, the television teacher appearing on camera shall have the right to review his program for the purpose of suggesting revisions in content or presentation prior to re-broadcast. Compensatory time necessary for revising, re-editing or re-recording such programs shall be allowed the teacher not then on assignment to the Bureau of Radio and Television Education. The Bureau will advise the television teacher appearing on camera of its intention to re-broadcast a series, or of an agreement to permit another system to re-broadcast a series.

ARTICLE THIRTEEN

WORKING CONDITIONS OF PER DIEM SUBSTITUTES

A. Applicability

Per diem substitutes covered by this Agreement are:

1. Full-term substitutes: Serving after the fifteenth day of the school term for the duration of that term in a full-time or regularly scheduled part-time position;

2. Other-than-occasional: Covering the absence of a particular employee for thirty consecutive work days or more.

Per diem substitutes covered by this Agreement shall serve under the terms and conditions of this Agreement applicable to regular substitutes except as otherwise set forth in this Article or elsewhere in this Agreement.

B. Pro Rata Vacation Pay

Per diem substitutes covered by this Agreement shall continue to receive vacation pay on the same basis as heretofore.

C. Welfare Benefits

Only those full-term per diem substitutes who are assigned to a position which is expected to be vacant for the remainder of the term shall be covered by Article Three G (Welfare Benefits) of this Agreement.

D. Sick Leave

Per diem substitutes covered by this Agreement shall continue to receive sick leave on the same basis as heretofore.

E. Retention

Article Seventeen A 2 of this Agreement shall apply only to regular substitutes. However, service in the school for purposes of Article Seventeen A 2 shall include full-term and other-than-occasional per diem substitute service in the school.

F. Inapplicable Provisions

The following provisions of this Agreement shall not apply: Article Four, "Pension and Retirement Program" Article Eleven, "Rates of Pay and Working Conditions of Teachers Assigned, Education Administrators, Education Officers and Education Analysts" Article Twelve, "Rates of Pay and Working Conditions of WNYE Teachers" Article Fourteen, "Rates of Pay and Working Conditions of Adult Education Employees" Article Fifteen, "Rates of Pay and Working Conditions of Per Session Teachers" Article Sixteen A, "Cumulative Absence Reserves and Sick Leave", B, "Sabbatical Leaves", C, "Leaves of Absence Without Pay" Article Seventeen, "(Retention, Excessing

and Layoff -- except to the extent provided in Section E above of this Article)" Article Eighteen, "Transfers" Article Twenty-One D "Suspension".

G. Continuation of Benefits

Nothing contained in this Article or elsewhere in this Agreement shall be construed to deprive a per diem substitute of any benefit currently granted as a matter of Board policy and practice.

ARTICLE FOURTEEN

RATES OF PAY AND WORKING CONDITIONS OF ADULT EDUCATION EMPLOYEES

A. Statement of Principles

The parties agree that their mutual objectives are to support the continuation and expansion of the Board's adult education programs and to regularize and stabilize the conditions of employment of employees in these programs by encouraging the use of full-time personnel wherever possible.

The Board and the Union will consult as the need arises for the purpose of facilitating the achievement of these objectives and to resolve problems as they occur.

B. Rates of Pay

The hourly compensation of primary and non-primary teachers and counselors in adult education shall be \$16.05 per hour. Effective November 9, 1982 the rate shall be \$17.33 per hour. Effective September 9, 1983 the rate shall be \$18.54 per hour.

C. Sick Leave

Employees shall be credited with a sick leave allowance with pay of one hour for each 20 hours of service with pay, exclusive of vacation pay. Sick leave shall be cumulative to a maximum of 800 hours. Sick leave shall be used only for personal illness of the employee.

D. Vacation Pay

An employee shall receive one hour vacation pay for every 20 hours of service with pay.

E. Welfare Benefits

1. Choice of Health Plans

The Board agrees to arrange for and make available to each adult education employee who regularly works 20 or more hours per week, a choice of health and hospital insurance coverage from among designated plans and the Board agrees to pay the full cost of such coverage.

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.

Employees whose hours are temporarily reduced below 20 hours per week and who are covered by a health and hospital insurance plan at the time their hours are temporarily reduced below 20 hours per week shall continue to be so covered until their hours are restored, in accordance with Section G and the Board will pay the full cost of such coverage.

2. Supplemental Benefits

The Board will provide funds at the rate of \$570 per year on a pro rata basis per month on behalf of each primary adult education employee, for the purpose of making available for each primary employee supplemental welfare benefits and for the purpose of making available college scholarships for children from low income families graduating from the city's public high schools under a plan to be devised and established jointly by representatives of the Union and of the Board.

Effective September 9, 1983 the Board will provide for such purpose further additional funds at the rate of \$75 per year per 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 for ninety days from the day of layoff on behalf of each primary adult education employee who is laid off.

The Union shall establish a supplemental welfare benefits fund program for employees represented by the Union who have separated from service subsequent to June 30, 1970, who were eligible to receive supplemental welfare benefits and who were covered by a welfare fund at the time of such separation pursuant to a separate agreement between the Board of Education and the certified union representing such employees, who remain primary beneficiaries of the New York City Health Insurance Program and are entitled to benefits paid for by the City through such program.

The Board of Education shall contribute the following annual amounts on a pro-rata monthly basis for each eligible individual for remittance to the Union to such supplemental benefits fund pursuant to the terms of a supplemental agreement to be reached by the parties:

- | | | |
|----|---|----------|
| a. | Eligible Employees separated from service from
July 1, 1970 through September 8, 1982 | |
| | Effective September 9, 1982 | \$85.00 |
| b. | Eligible Employees separated from service
from September 9, 1982 through September 8, 1984 | |
| | Effective September 9, 1982 | \$450.00 |
| | Effective September 9, 1983 | \$525.00 |
| c. | Eligible Employees separated from service
after September 8, 1984 | \$525.00 |

F. Reimbursement for Medical Expenses

Employees shall be reimbursed by the Board for reasonable medical expenses, not exceeding \$750.00, incurred because of injuries in the line of duty, to the extent that such expenses are not covered by insurance.

G. Hours of Pedagogical Employees in Adult Education

1. Assigned Hours per Week

Primary adult education employees shall be assigned during 1982-83 for not less than the same number of hours per week they were assigned during 1981-82.

In 1983-84 such employees shall be assigned not less than the same number of hours per week they were assigned during 1982-83.

It is understood and agreed that the implementation of this provision may require reassignment and reorganization of schedules.

2. Priority for Assignment to Additional Hours

Employees assigned for fewer than thirty hours per week shall be assigned to additional hours in their license area as they become available in the following order of priority, before any new employee is selected:

a. Primary adult education employees whose assigned hours are reduced after September 9, 1980 shall have priority for additional hours to restore them to their former level.

b. Primary adult education employees who are laid off shall have priority for recall as a primary employee.

c. Primary adult education employees who are assigned to fewer than twenty hours per week on September 9, 1982 shall have priority for additional hours to bring their assigned hours to at least twenty hours per week.

d. Other primary adult education employees assigned for fewer than thirty hours per week shall have priority for additional hours.

e. Non-primary adult education employees shall have priority to bring their assigned hours to at least fifteen hours per week.

All employees in a higher priority category shall be offered the additional hours before those in a lower priority category are offered the hours.

Within each priority category the additional hours shall be offered to employees in order of their seniority.

3. Maintenance of Hours

The number of hours per week for which employees are assigned pursuant to this Article shall be maintained as follows:

a. If a primary employee's hours are reduced within the first five percent of a cycle's scheduled number of hours such employee shall be

assigned the additional hours necessary to restore his previous level of hours per week by assigning to him additional hours which become available or, if no additional hours are available, the hours of a non-primary employee. If no such hours are available, the excessing rules shall be followed to determine the employee whose hours will be reduced.

b. Whenever possible, the Board will not reduce the hours of a primary employee within the final five percent of a cycle's scheduled number of hours.

c. A primary employee whose hours are reduced after the first five percent of a cycle's scheduled number of hours shall be restored to his previous level of hours per week (a) when additional new hours become available; or (b) at the start of the next cycle; or (c) when he has lost ten percent of his scheduled hours in the program, whichever occurs first.

d. A primary employee whose hours are restored after he has lost ten per cent of his scheduled hours in the program shall retain his full schedule of hours thereafter. Where necessary the excessing rules shall be followed to determine the employee whose hours will be reduced.

H. Excessing

The following excessing rules shall be applicable to primary adult education employees who are regularly appointed in adult education licenses.

Rule 1. When an excess condition in a license exists at a work site or in a region the employee in that license with the least seniority as a primary employee shall be excessed.

Rule 2. Employees in excess at a work site or in a region shall be placed in openings or vacancies in their license within the city. Where possible the wishes of the employee will be taken into account in his placement. If no opening or vacancy exists, the provisions of Section I (Layoff) of this Article shall apply.

Rule 3. Upon his request, an employee who has been excessed to another work site or region shall be afforded the opportunity to return to the work site or region from which he was excessed, if within a year a vacancy in his license should occur at that work site or region, before any other employee is assigned to the vacancy. Such return shall be effectuated at the start of the next cycle.

Rule 4. As used herein, an excess condition exists when a position is eliminated or when the hours of a primary employee are reduced below 15 hours per week.

I. Layoff

If a citywide excess condition causes a layoff of staff in any licensed position, the hours of non-primary employees shall be reassigned to primary employees to the extent possible to prevent layoffs before any primary employee in the license is laid off.

Section 2588 of the Education Law shall be the basis for determining the primary adult education employee to be laid off, without fault and delinquency with the understanding that said employee is to be placed on a preferred list for reinstatement to his former position.

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

Substitutes shall have recall rights after regular appointees are recalled.

J. Seniority

Except as otherwise expressly provided in this Article, seniority of primary employees shall include all prior continuous service as a primary adult education employee.

For non-primary employees, seniority shall include all prior continuous service as a non-primary adult education employee.

Continuous service shall be defined as uninterrupted service except that leaves of absence without pay granted with the approval of the director, and layoffs because of lack of work shall not be deemed as an interruption of service but shall not be counted in the determination of length of continuous service.

K. Personnel Files

Employees shall have the same rights concerning their personnel files as are provided in Article Twenty-One of this Agreement.

L. Definitions

As used in this Article the following terms shall be defined as follows:

Primary employee: An employee in adult education assigned to at least fifteen hours per week.

Non-primary employee: An employee in adult education assigned to fewer than fifteen hours per week who is seeking to become a primary employee.

M. Other Conditions

The following provisions of this Agreement shall also apply to adult

education employees:

Article One, "Union Recognition"; Article Two, "Fair Practices"; Article Three B, "Municipal Coalition Economic Agreement"; Article Five A, "Substitute Teacher Position"; Article Five B, "Regularized Licensure"; Article Ten, "Safety" shall apply at all work sites; Article Seventeen C, "Appointment to New Program, License or Title"; Article Nineteen D, "Exclusive Checkoff"; Article Nineteen E, "Agency Fee Deduction"; Article Nineteen F, "Bulletin Boards"; Article 19 G, "Chapter Meetings" shall apply whenever the meeting is conducted in a Board facility; Article Nineteen H, "Consultation with the Union"; Article Nineteen I, "Information to the Union" shall also apply to information about adult education teachers; Article Nineteen K, "Political Check-Off"; Article Twenty, "Matters Not Covered" first paragraph; Article Twenty-One, "Due Process and Review Procedures"; Article Twenty-Four, "Conformity to Law"; Article Twenty-Five, "No-Strike Pledge"; Article Twenty-Seven, "Notice-Legislative Action"; Article Twenty-Eight, "Copy of Agreement" and Article Twenty-Nine, "Duration".

ARTICLE FIFTEEN

RATES OF PAY AND WORKING CONDITIONS OF PER SESSION TEACHERS

A. Rates of Pay

1. The hourly compensation of per session teachers shall be 1/1015th of the salary for step 5B in salary schedule C1 of full-time day school teachers, computed annually.

2. The same hourly compensation prescribed above shall be in effect for per session teachers who are on Youth Board payrolls and are employed in a Board of Education per session activity.

B. Extracurricular Activities

Applicable provisions of Section 523 of the Board of Education By-laws follow:

a. Athletic

1. Interscholastic sports in day academic and vocational high schools, junior high schools and special day schools, day treatment centers and institutional settings:

Schedule of Maximum Number of Sessions (School Year)

	Day Academic and Vocational High Schools	<u>Junior High Schools, Special Day Schools, Day Treatment Centers and Institutional Settings</u>
Coaches of Football	100	none
Assistant Coaches of Football	100	none
Coaches of Basketball	80	30
Coaches of Baseball	70	30
Coaches of Track and Cross Country	125	20 (1)
Assistant Coaches of Track	20	none
Coaches of Soccer	50	20
Coaches of Swimming	50	20
Coaches of Handball	30	20
Coaches of Fencing	30	none
Coaches of Bowling	30	none
Coaches of Tennis	30	none
Coaches of Golf	30	none
Coaches of Volleyball	40	20
Coaches of JV Football	65	none
Coaches of JV Baseball	20	none
Coaches of Gymnastics	60	none
Coaches of Wrestling	50	none
Coaches of Softball	70	none

(1) Outdoor track only

Sessions shall be computed as follows:

An afternoon of coaching football.....2 sessions
An afternoon of coaching (exclusive of football).....1 session
A regularly scheduled football game.....3 sessions
A regularly scheduled game of basketball or baseball, track,
cross country, soccer, swimming meet, handball,
fencing, bowling, tennis, golf or wrestling.....2 sessions

2. • Intramural sports (girls) in day academic and vocational high schools and junior high schools:

Schedule of Maximum Number of Sessions (School Year)

(A session is defined as two (2) clock hours beyond the school day)

Coaches of Basketball.....	30
Coaches of Volleyball.....	30
Coaches of Tennis.....	30
Coaches of Swimming.....	30
1 Coaches of Golf.....	30
1 Coaches of Gymnastics.....	30
1 Coaches of Bowling.....	30
1 Coaches of Badminton.....	30
Coaches of Softball.....	30
1 Coaches of Hockey.....	30
1 Coaches of Speedball.....	30
2 Coaches of Punchball.....	30
Coaches of Leaders.....	30
Coaches of Dance.....	30
1 Coaches of Fencing.....	30
Coaches of Track and Field.....	30
Coaches of Handball.....	30
2 Coaches of Stunts and Tumbling.....	30

Note: A coach may be assigned to each of not more than three (3) of the above listed intramural sports in any one school during a school year.

Sessions shall be computed as follows:

An afternoon of coaching; or a regularly scheduled game; or an afternoon program of matches.....1 session

(1) Applicable to day academic and vocational high schools only.

(2) Applicable to junior high schools only.

b. Non-Athletic

1. Major non-athletic extracurricular projects in day academic high schools, day vocational high schools, day junior high schools (school magazine, newspaper, senior year book, major school play and/or operetta).

Schedule of Maximum Number of Sessions (School Year) Teacher in charge of school magazine: 15 sessions per issue maximum--60 sessions for four (4) or more issues.

Teacher in charge of school newspaper: Five (5) sessions per issue maximum--60 sessions for 12 or more issues.

Teacher in charge of senior year book: 22 sessions.

Teacher in charge of major school play or operetta: 43 sessions.

Assistant(s) to teacher in charge of major school play or operetta:

20 sessions for one (1) assistant--40 sessions for two (2) or more assistants. (See Footnote c).

- Teacher in charge of other musical project: 22 sessions.
- Assistant(s) to teacher in charge of other major musical project:

20 sessions for one (1) assistant maximum--30 sessions for two (2) or more assistants. (See Footnote c). Teacher in charge of band, orchestra or chorus: two (2) sessions each performance. (See Footnote b).

Sessions shall be computed in accordance with the following regulations. (See Footnote d).

An afternoon of extra service.....	1 session
An afternoon of full rehearsal.....	2 sessions
An evening or non-school day rehearsal.....	3 sessions
An afternoon performance (play, operetta, etc.)	
(See Footnote a)2 sessions
An evening or non-school day performance (play, operetta, etc.--not applicable to teacher in charge of band, orchestra or chorus)3 sessions

Footnotes:

(a) The term "afternoon" shall include extra service either after or before the teacher's regular school day. In some schools this service may be rendered in the morning.

(b) For purposes of compensating a teacher in charge of band, orchestra or chorus, performances shall be only those given evenings, Saturdays or holidays and shall not include performances at graduation, parents' meetings, etc.

(c) Where two (2) or more assistants are required, the aggregate compensation paid to all assistants is limited to the maximum number of sessions provided. Assignment of individual assistants to sessions within the maximum limitation shall be made by the school principal.

(d) A session is defined as two (2) clock hours beyond the school day.

2. All City High School Orchestra, All City High School Chorus or All City High School Band:

Note 1. Maximum Number of Teachers to be Assigned:

All City Orchestra.....	5
All City Chorus.....	5
All City Band.....	5

Note 2. Maximum Number of Sessions per Teacher Assigned.....30

Sessions shall be computed in accordance with the following regulations:

A morning of coaching or rehearsal on Saturday or other non-school day (9:00 A.M. to 12:30 P.M.).....1 session

A dress rehearsal (only if conducted on a non-school day, and limited to one (1) dress rehearsal per school year) (9:00 A.M. to 3:00 P.M).....
.....1 session

An evening performance limited to one (1) performance per school year
.....1 session

C. Working Conditions

1. Sick Leave

Teachers employed on a regular basis in per session activities will be granted sick leave with pay for absence from duty due to personal illness as follows:

a. One session during each month of service, or two sessions during the month of August, will be granted to those employed in summer day high schools, summer evening high schools, summer junior high schools, summer special day schools, day treatment centers and institutional settings, summer day elementary schools, summer evening elementary schools for adults, and vacation day camps.

b. One session after each period of 20 sessions of service will be granted to those employed in evening high and trade schools, after school centers, evening community and youth and adult centers, evening elementary schools for adults, fundamental adult education day classes, and the special after-school instructional help program.

c. Applications for excuse with pay for absence due to personal illness must be accompanied by a certificate of a physician, except that teachers in summer activities shall be granted refunds for illness on application without a statement from a physician for no more than one session per summer.

d. Such sick leave shall not be cumulative from one school year to another school year nor from one per session activity to another per session activity.

2. Retention

Prior service shall govern in the retention of per session teachers employed on a regular basis in per session activities as follows:

a. Teachers with at least two years of continuous satisfactory service in a particular activity shall have priority for retention in the same activity for the following school year. Teachers with retention

rights in an activity will not lose those rights if their service is interrupted for a period of not more than one year because of sick leave without pay or involuntary change of day school session, or sabbatical leave. Such teachers must return to service in the same activity at the first reorganization of the activity following the interruption of their service for the reasons stated above.

b. Teachers who have been granted priority for retention in one per session activity shall not be granted such priority for any other per session activity.

c. Teachers will be permitted to serve in more than one per session activity only if no other qualified applicants are available. The Union shall be given a list of per session positions which are held by teachers who have no retention rights in those positions and who are serving in more than one per session activity.

d. No teacher who had retention rights in a per session activity on September 1, 1969, shall be displaced by reason of the Chancellor's determining that thereafter the position need not be held by a teacher. During the period he remains employed in that per session position, the incumbent having retention rights as of September 1, 1969, shall be paid at the teacher compensation rate prescribed in this Agreement.

e. If a per session position occupied by a teacher is terminated and is subsequently restored within the period of six months, the restored position shall be offered to its last teacher incumbent before any other person is employed to fill it.

f. A teacher with retention rights who is promoted to teacher in charge shall not lose his retention rights as a teacher in the activity in the event that he receives an unsatisfactory rating as teacher in charge.

g. No per session teacher who has retention rights in an adult education activity shall be displaced by reason of the provisions of Article Fourteen (Rates of Pay and Working Conditions of Adult Education Employees) of this Agreement. In addition, the Board agrees to follow a policy of attrition with respect to those per session teachers who had retention rights in an adult education activity on September 8, 1978 so long as they continue to exercise their retention rights in the adult education activity.

3. Appeals from Unsatisfactory Ratings

Per session teachers who receive unsatisfactory ratings shall be

entitled to the review procedures before the Chancellor as prescribed in Section 5.3.4 of the by-laws of the Board of Education.

4. Selection of New Per Session Teachers

a. Selections for evening high schools, summer day high schools, and summer evening high schools will be made centrally in order of seniority within the system from applicants in the following order of priority: regularly appointed teachers in license, regular substitute teachers in license, regularly appointed teachers out-of-license subject, and regular substitute teachers out of license with prior experience in the out-of-license subject.

b. In summer junior high schools, priority will be given to applicants serving in special service schools. Selection will be made centrally in order of seniority within the system from applicants in the following order of priority: regularly appointed teachers in license, regular substitute teachers in license, regularly appointed teachers out-of-license with prior experience in the out-of-license subject and regular substitute teachers out-of-license with prior experience in the out-of-license subject.

c. For junior high school after school study centers (tutorial), selection will be made by the same method except that it will not operate system-wide.

d. For summer day elementary schools and elementary school study centers, selection will be made according to seniority with two exceptions: (i) priority will be given to qualified teachers in special service schools; (ii) not more than 10 per cent of the positions may be filled from applicants who, in the principal's judgment, possess special qualifications, except that this 10 per cent limitation shall not apply to teachers who have retention rights in another per session position.

e. For vacation day camps, selection will be made in the following order of priority: (i) classroom teachers with vacation day camp license who have served previously in vacation day camps; (ii) classroom teachers with vacation day camp license who have not served previously in vacation day camps.

f. For high school after school study centers (tutorial) selection will be made by the same method as provided in 4a above, except that it will not operate system-wide.

g. For adult education activities selection will be made in the following order of priority: (1) day school teachers with appropriate

adult education licenses who have served satisfactorily in adult education activities; (2) day school teachers with appropriate adult education licenses who have not served previously in adult education activities. This provision shall become effective at such time as the Board licenses teachers in adult education.

h. Applicants for per session employment who are not employed in the Board's regular day school program shall be considered for selection only if no qualified day school teacher is available.

5. Evening High School Non-Teaching Assignments

In evening high schools, assignments to positions for which there is a compensatory time allowance shall be made in accordance with the same procedures as are provided for such assignments in the day high schools in Article Eight of this Agreement.

6. Reduction in Per Session Positions

If the number of per session positions in an activity is reduced, teachers will be released on the basis of least seniority in the activity. If positions are subsequently restored within a year in the per session activity teachers shall be reemployed on the basis of seniority.

7. Teacher Files

The procedures of Article Twenty-One entitled "Teacher Files" shall apply to teacher files maintained for their per session employment.

8. Sabbatical Leaves

Teachers whose sabbatical leave begins August 1 will complete the per session activity in which they are serving, but may not return to the activity until the summer following completion of the sabbatical.

D. Consultation

The head of each per session activity, or his representative, and the Union committee for the activity shall meet once each term in non-working hours to consult on matters of policy involving the professional interests of the per session teachers and on questions relating to the implementation of this Agreement.

E. Definitions

The following are per session activities within the meaning of this Article: vacation day camps; after school centers; evening community and youth and adult centers; evening elementary schools for adults; summer evening elementary schools for adults; fundamental adult education day classes; summer day high schools; summer evening high schools; summer

junior high schools; summer special day schools, day treatment centers, institutional settings; summer day elementary schools; evening high and trade schools; the special after-school instructional help program; and extra-curricular athletic and non-athletic programs in day academic and vocational high schools, day junior high schools and special day schools, day treatment centers and institutional settings.

ARTICLE SIXTEEN

LEAVES

A. Cumulative Absence Reserves and Sick Leave

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

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

3. Teachers on regular appointment accepting regular substitute teaching positions in order to establish eligibility for other licenses will be credited with their cumulative reserves as regular teachers during their period of substitute service.

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

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

6. Employees of the Board of Higher Education who transfer as regularly appointed teachers to the Board shall have their cumulative reserves transferred and credited to them, but not in excess of the maximum number of days creditable in this system.

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

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

9. A teacher on regular appointment who has exhausted his cumulative sick leave may borrow up to 20 days of additional sick leave. However, in order to assure that borrowed sick leave is repaid, the employee may be required to sign an appropriate document prepared by the Board acknowledging a legal obligation to repay upon the cessation of service. For pur-

poses of this provision "cessation of sevice" shall mean resignation, retirement, termination for cause or death.

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

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

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

13. Teachers covered by the Workers' Compensation Law may receive full pay for the first five days of absence resulting from injury which they claim was sustained in the course of their employment. Subject to the limitations of the Workers' Compensation Law, such absence may be charged against sick leave reserve if the teacher submits a doctor's certificate as required under the bylaws of the Board.

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

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

16. Teachers who resign or retire, shall, upon application, receive termination pay on the basis of one-half of up to 200 days of the unused sick leave accumulated as a regularly-appointed or regular substitute

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

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

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

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

B. Sabbatical Leaves

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

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

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

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

5. Teachers on regular appointment serving in high schools organized on a semi-annual basis will be eligible for sabbatical leaves for study or travel beginning February 1 and ending July 31 of the same year, after each seven years of service on regular appointment.

6. A teacher on sabbatical leave of absence shall receive compensation at the rate of seventy (70) per cent of the teacher's regular salary. The sabbatical leave pay of teachers who receive a bonus shall be based upon their annual salary and the amount of the annual bonus received. The sabbatical leave pay of teachers who receive a license salary differential

shall be based upon their annual salary and the amount of the license differential.

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

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

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

10. The parties agreed to phase out sabbatical leaves for rest by reducing the number of such leaves granted by 100 leaves each year. The number of sabbatical leaves for rest granted in August 1983 shall be 76. Thereafter sabbatical leaves for rest will not be granted.

C. Leaves of Absence Without Pay

1. Purposes for Which Granted

Leaves of absence without pay shall be granted upon application

to teachers on regular appointment for the following purposes:

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

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

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

2. Per Diem Service While on Leave

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

D. Military Service Pay

1. Excuse for Selective Service Examination

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

2. Pay During Military Service

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

E. Payment for Jury Duty

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

ARTICLE SEVENTEEN

RETENTION, EXCESSING AND LAYOFF

A. Retention of Assignment - Regular Substitute

1. A regular substitute who, upon completion of one year of service in a school, has been notified in writing by the principal that he will be reassigned in that school for the following school year shall be assigned for the following school year to a regular substitute opening in that school unless the opening has ceased to exist. In the event that the opening has ceased to exist, the substitute shall be given at least fourteen (14) days notice prior to the beginning of the following school year that the opening has ceased to exist and that he will not be reassigned to the school. If such notice is not given and the substitute has not been assigned to another school, the community or assistant superintendent in charge of the school will provide the substitute with the opportunity during the first twenty (20) days of the following school year to perform per diem service available in the district. The opportunity to perform such service will be provided for a number of days, not to exceed ten (10), equal to the difference between fourteen (14) days and the actual number of days notice given to the substitute prior to the beginning of the school year.

2. Regular substitute teachers with more than one year of continuous satisfactory service in a school shall have priority for retention in that school according to their length of service in the school. If it becomes necessary to terminate the services of a regular substitute with more than one year of continuous satisfactory service in a school by reason of appointment, or return from leave or other absence of a regular teacher, or by reason of contraction in the school organization, the regular substitute teacher with the least service in the school will be the first to be released.

3. In junior and senior high schools, the seniority rule hereby established shall be applied on the basis of license held.

4. Regular substitutes teaching out of license shall be given preference, on the basis of seniority in the school, over outside applicants for any position in license which becomes available in the school at the beginning of the school year or the school term.

5. A regular substitute whose services must be terminated at any time before the last two weeks of the term by reason of appointment, or return from leave or other absence of a regular teacher, or by reason of

contraction in the school organization shall be given ten (10) school days notice of the termination and the reason therefor. If such notice is not given, the community or assistant superintendent in charge of the school will provide the substitute with an opportunity to perform per diem service available in the district or in a high school for a number of days equal to the difference between ten (10) days and the actual number of days notice given.

6. Regular substitute teachers who have completed one term or more of service in a school and who will not be rehired in that school for the following term shall be given five (5) days notice before the end of the term that they will not be rehired.

7. Regular substitutes are to be given ten (10) school days notice of discharge, except in cases of emergency.

B. Excessing Rules

The following excessing rules shall be adhered to in all divisions.

Rule 1. Within the school, district or other organizational unit, the teacher with the latest date of appointment within license will be the first to be excessed, irrespective of probationary or permanent status, except that elementary school teachers of common branches and early childhood will be grouped together and elementary school teachers of common branches (bilingual) and early childhood (bilingual) according to language will be grouped together, for purposes of excessing.

Rule 1-A. Effective September 1, 1983, to minimize excessing in elementary schools, a junior teacher of Common Branches or Early Childhood who has a bilingual ancillary certificate may be retained in the school if no senior teacher of Common Branches or Early Childhood has the qualifications to teach a bona fide bilingual class. For this purpose, a bilingual class is one where the majority of students are classified as limited English proficient (LEP) in accordance with the Chancellor's regulations.

Rule 2. In determining the date of appointment of a teacher, all prior continuous regular substitute teaching service in license under present regular appointment, regardless of school where such service was performed, is to be credited for the purpose of excessing. The date of appointment of teachers who have exercised the option of serving under a certificate of continuing eligibility shall be the date on which they exercise such option, and shall include all prior continuous regular and regular substitute teaching service in the subject area of the certificate of continuing eligibility.

However, effective September 1, 1983, the following will replace Rule 2:

In determining the date of appointment of a teacher, all prior regular and regular substitute teaching service in license under present regular appointment, regardless of school where such service was performed, is to be credited for the purposes of excessing.

Rule 2-A. Effective September 1, 1983, in determining the date of appointment of a teacher, other than one appointed under a special education license, all prior regular and regular substitute teaching service in the subject area of the license of present regular appointment, regardless of where such service was performed, and regardless of the license under which it was performed, is to be credited for purposes of excessing for the time during which the teacher taught at least 3/5 of his program in that subject area for at least 3 years.

Rule 2-B. Effective September 1, 1983, the date of appointment of teachers whose seniority prior to such appointment was determined pursuant to Rule 5, 5A, 5B, or 5C to be in the same license as their present regular appointment shall include their seniority accrued under Rule 5, 5A, 5B, or 5C as applicable.

Rule 2-C. Effective September 1, 1983, in determining the date of appointment under present special education license, all prior regular and regular substitute teaching service under all special education licenses is to be credited for the purposes of excessing. Service under a Certificate of Continuing Eligibility prior to a special education appointment shall be considered as service under a special education license.

Rule 2-D. Effective September 1, 1983, determination of the date of appointment of a teacher, pursuant to this paragraph is exclusive, not cumulative, and this section applied shall be the one which provides the greatest seniority for the teacher.

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

Rule 4. Teachers having the same date of appointment from the same eligible list are to be listed for excessing in accordance with their relative standing on such eligible list. Teachers having the same date of appointment from different eligible lists are to be listed for excessing

on the basis of the comparative dates of promulgation of their respective eligible list, with the teacher on the latest list being the first to be excessed.

Rule 4-A. Teachers in the same license, appointed on the basis of a National Teachers Examination, whose date of appointment is the same, are to be listed for excessing purposes on the basis of the comparative dates of the tests, and the teacher with the latest date shall be the first to be excessed.

Rule 4-B. Teachers appointed on the basis of a National Teachers Examination whose date of appointment is the same as that of teachers appointed from eligible lists are to be listed for excessing with other teachers in their licenses on the basis of comparing the NTE test date with the date of promulgation of the eligible list and the teacher with the latest date shall be the first to be excessed.

Rule 5. Where teachers of common branches are serving in the junior high schools and intermediate schools and have taught most of their time for three years in a subject area, they shall be considered for seniority purposes with licensed teachers of the subject in which they have taught for the most recent three years and their date of appointment should be from date of assignment in the junior high schools or intermediate schools.

Rule 5-A. Where teachers have served under a high school license in the junior high schools and intermediate schools for three years, they shall be considered for seniority purposes with licensed junior high school teachers in the subject area of their license and their date of appointment shall be from date of assignment in the junior high schools and intermediate schools.

Rule 5-B. Except as provided in Rule 5-C, where secondary teachers are serving in elementary schools and have served for three years in the school or for five years at the elementary level, they shall be considered for seniority purposes with licensed teachers of common branches and early childhood and their date of appointment shall be from date of assignment in the elementary schools.

Rule 5-C. Where teachers have served for three years in the elementary schools under a secondary school license for which there is an elementary school license in the same subject area, they shall be considered for seniority purposes with licensed elementary school teachers in the subject area of their license and their date of appointment shall be from date of assignment in the elementary schools.

Rule 5-D. Effective September 1, 1983, where teachers are serving in a Program in the Division of Special Education or in a High School Special Education Department for which any regular license is appropriate (e.g. Education Evaluator or Resource Room) they shall be considered for seniority purposes with all other regularly appointed pedagogues in the same Program, and their date of appointment shall be from their date of assignment in the Program.

Continuity of service is not a condition for accruing or retaining seniority. However, only service in the Program shall be credited for seniority purposes. If service in the Program is the same, total service in the Division of Special Education and/or in a High School Special Education Department will determine the pedagogue to be excessed.

Rule 5-E. Effective September 1, 1983, where teachers are serving in Programs in the Division of Special Education or in a High School Special Education Department for which any of several licenses is appropriate, all regularly appointed teachers whose licenses are appropriate for the Program (as set forth in Rule 11-D) shall be grouped together for purposes of excessing. Where teachers are serving in a Program covered by this Rule 5-E under a Special Education license which is inappropriate for the Program (as set forth in Rule 11-D) they shall be grouped together for purposes of excessing, and such out-of-license teachers shall be excessed in reverse seniority order before any appropriately licensed teacher is excessed.

Rule 6. Teachers in excess in a school unit or district office under the jurisdiction of a community board must be placed in vacancies within the district to the fullest degree possible. For school units, districts, or other organizational units under the jurisdiction of the Central Board, teachers in excess in a school or other organizational unit must be placed in appropriate vacancies within the district or central office.

Rule 7. To minimize movement of personnel, excessed teachers shall be assigned within the district to appropriate openings or vacancies. If there are no openings or vacancies in the district, the teacher with the latest date of appointment in license shall be the first to be excessed from the district.

Rule 8. The Central Board has the responsibility for placing teachers who are excessed from a school or community district office and cannot be accommodated by their own district, within budgetary limitations and if vacancies exist within the city. Where possible, the wishes of the

teacher will be taken into account in his placement by the Central Board. If no vacancy or opening exists, Section D of this Article shall apply.

Rule 9. When a teaching position in central headquarters is abolished, the occupant of that position is excessed, and he shall be granted the same rights for placement as a teacher who is excessed from a community district.

Rule 10. A teacher who has been excessed to another school may request an opportunity to return to the school from which he was excessed if within a year a vacancy should occur in that school. Such a request will have priority over any other transfer or appointment to that vacancy, and it shall be effectuated at the next reorganization of the school to which the teacher is returning, except that should the vacancy occur within ten school days after the teacher is excessed, he shall be informed of the vacancy and he may return to the school immediately.

Rule 11. A special education teacher who is excessed from an elementary or junior high school shall be placed within license in a vacancy under the jurisdiction of the Central Board located within the community school district. If no such vacancy in his license exists in the community school district, the teacher will be placed in an appropriate vacancy within the city. When possible the wishes of the teacher will be taken into account in his placement by the Central Board. If no vacancy or opening exists, Section D of this Article shall apply.

The term "within license" shall include Programs for which the license is appropriate as set forth in Rule 11-D.

Rule 11-A. Effective September 1, 1983, if an excessing situation exists in the Education Evaluator Program within the boundaries of the community school district, the Education Evaluator in the district with the least seniority, determined pursuant to Rule 5-D, will be the first to be excessed from the district to an Education Evaluator vacancy within the Special Education Region. If there is no Education Evaluator vacancy within the Special Education Region, the Education Evaluator in the Special Education Program with the least seniority will be excessed from the Education Evaluator Program in the Special Education Region.

Rule 11-B. Effective September 1, 1983, if an excessing situation exists in the Resource Room Program in a school or unit other than a high school, the Resource Room teacher in the school or unit with the least seniority, determined pursuant to Rule 5-D, will be the first to be excessed to a Resource Room vacancy located within the boundaries of the

community school district. If there is no Resource Room vacancy within the boundaries of the community school district, the Resource Room teacher within the boundaries of the C.S.D. with the least seniority will be excessed from the Program in the community school district.

If an excessing situation exists in the Resource Room Program in a high school, the Resource Room teacher in the high school with the least seniority, determined pursuant to Rule 5-D, will be the first to be excessed from the high school to a High School Resource Room vacancy within the jurisdiction of the responsible high school assistant superintendent ("high school region"). If there is no high school Resource Room vacancy within the High School Region the Resource Room teacher in the High School Region with the least seniority will be excessed from the Resource Room in the High School Region.

Rule 11-C. Effective September 1, 1983, notwithstanding any other Rule except Rule 12, governing excessing, special education teachers may remain in a school, district or region, as applicable, where they are subject to excessing provided they are senior (under the applicable Rule) to another teacher in the school, district or region. However, teachers seeking to revert to the Resource Room Program must have served for one year as a Resource Room teacher within the preceding five years. This paragraph is not applicable to reversion to the Education Evaluator Program.

Education Evaluators may only exercise their rights hereunder effective at the next school reorganization.

Rule 11-D. The following is a list of Special Education licenses which are appropriate for the following programs:

<u>LICENSE</u>	<u>PROGRAMS</u>
<u>CRMD</u>	<u>EMR</u> <u>TMR</u> <u>Occupational Training Center (OTC)</u> <u>Adult Skills Training Center (ASTC)</u> <u>Track IV - CRMD</u> <u>Multiple Handicapped - CRMD</u> <u>(EMREH)</u> <u>Centers for Multiple Handicapped Children</u> <u>(CMHC)</u> <u>Travel Training for the Handicapped</u> <u>EMR - Delayed Learner</u>
<u>HEALTH</u> <u>CONSERVATION</u>	<u>HC - 10, 20, 30</u> <u>School for Career Development (SCD)</u> <u>Hospital Classes</u> <u>NIEH</u> <u>Readiness</u> <u>Centers for Multiple Handicapped Children</u> <u>Learning Center II</u>

LICENSEDEAF/HARD OF
HEARINGTEACHERS OF BLINDHOMEBOUNDTEACHERS OF SPEECH
IMPROVEMENTEHPROGRAMSSchool for the Deaf
School for Language and Hearing Impaired
Children (SLHIC)
Deaf and Hard of Hearing (DHH)Visually Handicapped (VH)
BrailleHome InstructionSpeech Programs
Speech ServicesEHAutistic
Teacher Moms
Special Day Schools
Day Treatment Centers
NIEH
Psychiatric Hospitals

Rule 12. Teachers in all divisions who have served 20 years or longer on regular appointment shall not be excessed except for those in neighboring schools who are excessed to staff a newly organized school.

C. Appointment to New Program, License or Title

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

D. Layoff

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

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

ARTICLE EIGHTEEN

TRANSFERS

A. Transfers for Elementary, Junior High, and High School Teachers

The Board and the Union recognize the need to maintain both staff stability and an equitable balance of experienced and inexperienced teachers in the schools. To meet this need, and to provide opportunities within this framework for teachers to transfer from one school to another, the Board and the Union agree that transfers shall be based upon the following principles:

1. A list of teachers seeking transfer, to be known as the transfer list, shall be established and maintained in each school. Regularly appointed teachers with at least five years of service on regular appointment in the school from which the transfer is sought shall be placed on the school's transfer list in order of seniority. For this purpose, seniority shall be determined by the number of years of teaching service in the school, including continuous regular substitute service in the school immediately preceding regular appointment. In the case of newly organized schools staffed by faculties of neighboring schools, seniority shall be determined by including length of teaching service in the previous school. Newly organized schools shall include schools opened within the last ten years. In the case of teachers excessed into a school, seniority shall be determined by including length of service in the previous school.

Teachers "on waiver" in a junior high school shall be deemed to be regularly appointed teachers in the school for purposes of transfer under this plan to another junior high school.

2. Each year, the number of teachers on the transfer list who will be permitted to transfer shall be equal to five per cent of the teaching faculty of the school on regular appointment; provided, however, that in the junior high schools and the high schools no more than 25 per cent of the regularly appointed teachers in the school holding a particular license will be permitted to transfer. When the teaching faculty of the school on regular appointment numbers less than 20, one transfer shall be permitted, and when it numbers 21 to 39, two transfers shall be permitted. Where 25 per cent of the regularly appointed teachers in a particular license would be less than one, then one teacher will be permitted to transfer.

3. Lists of vacancies existing as of May 15 shall be prepared and made available as soon as possible to teachers on the transfer lists by the Division of Personnel.

Teachers on the transfer lists who have not been selected for transfer to vacancies existing as of May 15 shall be notified of vacancies occurring between May 15 and June 10 as they become known. Transfers shall be made effective as of the opening of school in September.

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

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

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

4. Teachers on transfer lists shall be asked to indicate up to six choices of schools in order of preference. Vacancies shall be filled from such preference sheets before any appointments are made from existing eligible lists.

5. In a high school organized on a semi-annual basis where less than five per cent of the faculty on regular appointment were transferred effective as of the opening of school in September, an additional number of teachers remaining on the transfer list of the school, up to the five per cent limitation, will be permitted to transfer effective as of the beginning of the February term to fill vacancies in other high schools organized on a semi-annual basis. Lists of vacancies for transfers to be made effective as of February shall be prepared and made available by December 1 to teachers remaining on the transfer lists of such schools. Transfers effective in February shall be subject to the limitations and conditions applicable to transfers effective for the opening of school in September.

6. No more than two teachers shall be allowed to transfer to an elementary school which is above the city experience index for that level, except that no more than one teacher shall be allowed to transfer to a school which is more than 28 percentage points above the city experience index for that level.

No more than two teachers shall be allowed to transfer to a junior high school or intermediate school which is above the city experience index for that level, except that no more than one teacher shall be allowed to transfer to a school which is more than 10 percentage points above the city experience index for that level.

No more than four teachers shall be allowed to transfer to a high school which is above the city experience index for that level, except that no more than two teachers shall be allowed to transfer to a high school which is more than 10 percentage points above the city experience index for that level.

"Experience index" is the proportion of regularly appointed teachers with five or more years of experience, as determined by salary step, to the total number of regularly appointed teachers on staff.

7. A teacher who rejects a transfer to any school he has indicated as one of his choices will not be permitted in the following year to apply again for transfer.

8. A teacher who, pursuant to this plan, has transferred to a school shall not be eligible for another transfer for five years.

9. In the case of teachers with equal seniority in the school, placement on the transfer list shall be determined by standing on the eligible list for appointment for teachers appearing on the same list, and for teachers appearing on different lists, on the basis of the list having the earliest date.

10. In the case of teachers indicating the same choice of school, preference shall be given to the teacher with the greatest number of years of teaching service in the school system. In determining the number of years of teaching service in the school system of teachers seeking transfer from a special service school, each year of teaching service, including regular substitute service in such school from the time of its designation as a special service school, shall be credited as two years of service in the school system.

In the case of teachers with an equal number of years of teaching service in the school system, as provided in the preceding paragraph, who indicate the same choice of school, the selection shall be determined by standing on the eligible list for appointment for teachers appearing on the same list, and for teachers appearing on different lists, on the basis of the list having earliest date.

11. Administrative procedures for the effectuation of these provisions are to be formulated by the Board in consultation with the Union.

B. Transfers for Teachers of Special Education

Transfers will be granted to teachers in all special education licenses pursuant to the principles stated below:

1. Teachers with at least five years of service in the license under regular appointment shall be eligible for transfer.

2. A list of teachers seeking transfer in a particular license shall be established and maintained on the basis of length of service under regular license.

3. Each year, the number of teachers in each license who will be permitted to transfer shall be equal to five percent of the staff on regular appointment in the license.

4. Lists of vacancies existing as of May 15 shall be prepared and made available as soon as possible to teachers on the transfer lists. Teachers on the transfer lists who have not been selected for transfer to vacancies existing as of May 15 shall be notified of vacancies occurring between May 15 and June 10 as they become known.

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

(a) A transfer following a "U" rating of the teacher made with his consent.

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

For health conservation teachers, a vacancy is a position which has not been filled by an appointment of a regular teacher with a health conservation license, except that a regular teacher holding such position in September 1969 who has completed the courses required for state certification and who held the position during the 1968-69 school year shall not be deemed to be filling a vacancy.

5. Teachers on transfer lists shall be asked to indicate up to three choices, in order of preference, among the vacancies listed. Vacancies shall be filled from such preference sheets before any appointments are made from existing eligible lists.

6. In the case of teachers indicating the same choice of vacancy, preference shall be given to the teacher with the greatest number of years of teaching service in the particular regular license.

In the case of teachers with an equal number of years of teaching service in a license who indicate the same choice, the selection shall be determined by their standing on the eligible list for appointment for teachers appearing on the same list, and for teachers appearing on different lists, on the basis of the list having the earliest date.

7. Should the Board establish objective qualifications for service in a particular special education license at the high school level or in institutional schools, a teacher who meets such objective qualifications shall be entitled to transfer to the high school level, from the elementary or junior high school level or to an institutional school, in accordance with these principles. In the absence of such establishment of objective qualifications, teachers shall transfer hereunder in accordance with their licenses. The same objective qualifications established hereunder for purposes of transfer shall also apply to assignment of new appointees.

8. For transfer purposes, service under a certificate of continuing eligibility prior to a special education appointment shall be considered as service under special education license.

9. A teacher who has been transferred pursuant to this plan shall not be eligible for another transfer for five years.

C. Transfers Independent of Transfer Plans

Transfers occurring under this provision, Article 18C, shall be implemented in a way which will not affect the right of any teacher to transfer pursuant to Section A or B of this Article.

1. Hardship Transfers

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

2. Voluntary Transfers

a. A teacher transferring voluntarily from a non-special service school to a special service school shall, upon request at the end of any school year, be returned to the school from which he came, if possible; if not possible, he shall be sent to another school of his choice that has a vacancy. In these circumstances, the school seniority of the teacher who returns to his former school or is sent to another school shall include his service at the special service school which he left.

b. Transfers on a voluntary basis for the purpose and with the effect of furthering staff integration shall be made in accordance with the following:

(1) The teacher who volunteers for such transfer shall be informed of the vacancies available for transfer pursuant to this provision, and the teacher shall be given an opportunity to express his preferences among them. In the case of teachers indicating the same choice, preference shall be given to the senior teacher applicant. Seniority for this purpose shall be determined on the same basis as is applicable for a transfer into a school pursuant to Section A of this Article.

(2) For the first year following effectuation of a transfer pursuant to this provision, the contractual excessing order among teachers in the school which would have prevailed in the absence of such transfer shall be continued, and should excessing occur the transferee shall be excessed before any other teacher in the school.

(3) A transferee hereunder who is excessed during the first year following effectuation of the transfer shall have the right to return to a vacancy in the original school from which his transfer was granted or to select a school in which a vacancy which will foster integration exists and upon being so excessed he shall have his school seniority based on his service in both the school from which he transferred hereunder and the school from which he was excessed hereunder.

3. Voluntary Exchanges

The parties agree to cooperate in facilitating voluntary exchanges among teachers in different schools for purposes of furthering staff integration.

ARTICLE NINETEEN

UNION ACTIVITIES, PRIVILEGES AND RESPONSIBILITIES

A. Restriction on Union Activities

No teacher shall engage in Union activities during the time he is assigned to teaching or other duties, except that members of the Union's negotiating committee and its special consultants shall, upon proper application, be excused without loss of pay for working time spent in negotiations with the Board or its representatives.

B. Time for Union Representatives

1. Chapter chairmen shall be allowed time per week as follows for investigation of grievances and for other appropriate activities relating to the administration of the Agreement and to the duties of their office:

a. In the elementary schools, four additional preparation periods.

b. In the junior high schools, and in the high schools, relief from home room or official class and exemption from administrative assignments. In the junior high schools, chapter chairmen shall be assigned the same number of teaching periods as home room teachers.

c. In special day schools, day treatment centers and institutional settings, two additional preparation periods.

2. District representatives and Union officers who are assigned to schools shall teach one period per day and shall be excused after their teaching period. They shall also be relieved of all home room and official classes.

The Union will reimburse the Board at the rate of \$14.00 per period (\$15.12 per period effective November 9, 1982; \$16.18 per period effective September 9, 1983) for the loss of three teaching periods each day for district representatives and Union officers.

C. Leaves of Absence for Union Officers

Employees who are officers of the Union or who are appointed to its staff shall, upon proper application, be given a leave of absence without pay for each school year during the term of this Agreement for the purpose of performing legitimate duties for the Union. Employees given leaves of absence without pay shall receive credit toward annual salary increments on the schedules appropriate to their rank. The Board agrees to recommend to the Teachers' Retirement Board that the time spent on leave of absence pursuant to this section be granted as service credit for retirement purposes and that the employees receiving such leave of absence be permitted

to pay regular monthly contributions based upon their earnable salaries as members of the teaching staff for the period of such leave.

No more than 32 leaves of absence without pay shall be granted for each school year.

D. Exclusive Check-Off

The Board will honor, in accordance with their terms, only such written authorizations as are properly executed by employees in the unit covered by this Agreement for the deduction of their dues in behalf of the Union.

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

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

E. 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 Chapter 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.

F. Bulletin Boards

1. At least one bulletin board shall be reserved at an accessible place in each school for the exclusive use of the Union for purposes of posting material dealing with proper and legitimate Union business.

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

G. Chapter Meetings

Upon request to the head of the school, the school chapter shall be permitted to meet within the school under circumstances which will not interfere with the instructional program. Such meetings may be held only during the lunch period or before or after school hours, at a place to be assigned by the head of the school, where other teachers or children are not present. Union officials may attend such meetings.

H. Consultation with the Union

1. The Chancellor or his designated representative shall meet and consult once a month during the school year with representatives of the United Federation of Teachers on matters of educational policy and development and on other matters of mutual concern.

2. The community or assistant superintendent shall meet and consult once a month during the school year with representatives of the UFT on matters of educational policy and development and on other matters of mutual concern.

3. The head of the school and the school chapter committee shall meet once a month during the school year to consult on matters of school policy and on questions relating to the implementation of this Agreement.

4. Union designated committees of teachers of library will meet once a month during the school year after school hours with the head of the Office of Library, Media and Telecommunications on matters of policy involving the professional interests of the teachers of library.

5. A Union designated committee of special education teachers in each bureau will meet with the director of the bureau or his designee, who may not be a teacher covered by this Agreement, once a month during the school year after school hours to consult on matters of bureau policy involving the professional interests of the teachers in the bureau. Meetings for teachers of the "400" schools will be with the person designated to supervise such schools.

6. The Board and the Union will consult on the special needs of the multiple handicapped pupils in schools for the deaf.

I. Information to the Union

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

2. Copies of all official Board circulars and directives shall be sent to the Union.

3. Available class statistics and other information necessary for implementation of the contract shall be furnished annually to the Union, and semi-annually in the case of high schools organized on a semi-annual basis.

J. Information at the School or Bureau

1. All official circulars shall be posted on school bulletin boards for the inspection of teachers and shall be made available to teachers on request.

2. Specific information as to the rotation of assignments, or as to seniority in the school will be made available by the principal upon the request of a teacher.

3. A copy of current teaching and non-teaching assignments will be posted in each school and will also be given to the chapter chairman.

4. Copies of annual financial statements and audits of school monies shall be posted on school bulletin boards and made available to chapter chairmen.

5. The chapter chairman shall have access to such school information as may be necessary to the performance of his duties, including teacher programs, room assignments, and allocation of non-teaching time.

6. A copy of teacher assignments shall be given to the chapter chairman of the homebound teachers chapter upon request.

K. 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

MATTERS NOT COVERED

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

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

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

ARTICLE TWENTY-ONE

DUE PROCESS AND REVIEW PROCEDURES

A. Teacher Files

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

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

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

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

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

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

B. Summons

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

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

Whenever an employee is summoned for an interview for the record which may lead to disciplinary action, he shall be entitled to be accompanied by a representative who is employed by the city school system, or by an employee of the Union who is not a lawyer, and he shall be informed of this right. However, where the community or assistant superintendent or the Division of Personnel permits an attorney who is not a member of the city school system to represent any participant in the interview, the employee

shall be entitled to be represented by an attorney.

An interview which is not held in accordance with these conditions shall not be considered a part of the employee's personnel file or record and neither the fact of the interview nor any statements made at the interview may be used in any subsequent Board proceeding involving the employee. It is understood that informal conferences, such as those between a community or assistant superintendent and a teacher, or the Division of Personnel and a teacher, for professional improvement, may be conducted off the record and shall not be included in the employee's personnel file or record.

C. Discontinuance of Probationary Service

1. Regular substitutes and teachers on probation, except as provided in subparagraph 2 below, shall be entitled to the review procedures before the Chancellor as prescribed in Section 5.3.4 of the by-laws of the Board of Education.

By-law 5.3.4 procedures for the review of a recommendation by a superintendent for discontinuance of probationary service of a teacher shall be modified to provide for the following:

a. The 5.3.4 committee shall be a tripartite committee of professional educators, one selected by the teacher, one by the Board and a third selected by the other two from a list agreed upon by the Board and the Union.

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

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

2. Teachers on probation who have completed at least three years of service on regular appointment in the school shall be entitled, with respect to the discontinuance of their probationary service, to the same review procedures as are established for tenured teachers under Section 3020-a of the Education Law.

D. Suspension

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

E. Medical Review Procedures

1. Requests for Medical Examination of Teachers

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

2. Skin Test

The Board and the Union shall seek legislation to permit employees a choice of skin test or X-ray. Until such legislation is enacted teachers in this system will be given a skin test. The skin test will be administered by the Department of Health. Where a skin test result proves to be positive, the Board may require an X-ray test. An enabling resolution to this effect was adopted by the Department of Health on May 6, 1962.

3. Injury in the Line of Duty

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

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

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

4. Medical Report and Review

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

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

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

(1) Placement of the teacher on a leave of absence without pay for more than one month; or

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

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

The medical arbitrator shall examine the teacher and consult with the teacher's physician and the Board's physician. The arbitrator's authority shall be limited to determining the medical aspects of the teacher's claim. The arbitrator's decision shall be rendered within 10 days after he has examined the teacher, and if made within his authority under this Agreement shall be accepted as final and binding by the Board and the teacher.

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

ARTICLE TWENTY-TWO
GRIEVANCE PROCEDURE

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

A. Definition

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

In the case of per session employees, a "grievance" shall mean a complaint by a per session employee that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of this Agreement covering his particular per session employment.

In the case of teachers assigned, education administrators, education officers, education analysts, WNYE teachers, and adult education employees covered by this Agreement, a "grievance" shall mean a complaint by such an employee that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of this Agreement covering his employment as a teacher assigned, education administrator, education officer, education analyst a WNYE teacher or an adult education employee covered by this Agreement.

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

B. Adjustment of Grievances

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

1. General Procedures

a. School Level (Step 1)

Any employee within the bargaining unit may, either orally or in writing, present a grievance to the head of the school within thirty school

days after the employee has knowledge of the act or condition which is the basis of the complaint.

The employee and the head of the school shall confer on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, the employee may appear personally or he may be represented by a Union representative or by any teacher of his choice in the school; but where the employee is represented he must be present. The Union representative shall be the chapter chairman or his alternate in the school or, where there is no Union member in the school, any other designated Union representative.

Whenever a grievance presented to the head of the school by the employee personally or through a personal representative would involve the application or interpretation of the terms of this Agreement, or would affect the working conditions or welfare of the employees in the bargaining unit, he shall give the chapter chairman or his alternate in the school the opportunity to be present and state the views of the Union, except that, where there is no Union member in the school, the Union may be represented by any other designated Union representative.

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

b. District Level (Step 2)

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

The community or assistant superintendent or his designee shall meet and confer with the aggrieved employee on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. The aggrieved employee and his representative, if any, shall be given at least two school days notice of the conference and an opportunity to participate. The employee may appear alone or he may be represented by the Union or by a teacher of his choice in the school.

The Union representative may be the representative at Step 1 or a representative designated by the Union grievance department, or both. The employee shall be present at the conference, except that he need not attend where it is mutually agreed that no facts are in dispute and that the sole question before the community or assistant superintendent is one of interpretation of a provision of this Agreement, or of what is established policy or practice.

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

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

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

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

c. Chancellor (Step 3)

If the grievance is not resolved at Step 2, the Union may appeal from the decision at Step 2 to the Chancellor addressed to the attention of the Executive Director, Office of Labor Relations and Collective Bargaining within 15 school days after the decision of the community or assistant superintendent has been mailed. The appeal shall be in writing, shall set forth specifically the reasons for the appeal, and shall be accompanied by a copy of the appeal and the decision at Step 2. It shall also state the name of the employee's Union representative.

The Chancellor or his designated representative shall meet and confer with the Union representative and the aggrieved employee with a view to arriving at a mutually satisfactory resolution of the complaint. The Union representative and the aggrieved employee shall be given at

least two school days notice of the conference and an opportunity to be heard. The Union representative may be the representative at Step 1 or a representative designated by the Union grievance department, or both.

Notice of the conference shall also be given to the head of the school and to the community or assistant superintendent. The head of the school and the community or assistant superintendent may be present at the conference and state their views.

The Chancellor shall communicate his decision in writing, together with the supporting reasons, to the aggrieved employee and to the Union representative who participated in this step, within 20 school days after receiving the appeal.

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

2. Procedures for Special Groups of the Teaching Staff

a. The procedures set forth in paragraph 1 of this Article shall apply to all employees in the unit, except that:

(1) In the case of special education teachers (other than the homebound) the grievance shall be presented at Step 2 to the community or assistant superintendent or the Executive Director of the Division of Special Education, as may be appropriate.

(2) In the case of teachers of the homebound, the grievance shall be presented at Step 1 to the borough supervisor and at Step 2 to the Executive Director of the Division of Special Education.

(3) In the case of per session employees, the grievance shall be presented at Step 1 to the head of the particular per session activity or his designated representative and at Step 2 to the Chancellor or his designated representative. The Union representative at each step shall be a member of the Union's grievance committee. The decision at Step 1 shall be communicated within five working days after receiving the complaint of employees employed in summer per session activities and within 10 school days after receiving the complaint of employees employed in all other per session activities. However, effective on ratification of this Agreement, grievances arising under Article 15C 2 (Retention), 4 (Selection of New Per Session Teachers) or 6 (Reduction in Per Session Positions) must be presented within two working days after the employee has knowledge of the act or condition which is the basis of the complaint.

The decision at Step 1 shall be communicated within two working days after receiving the complaint. The grievance may be appealed by the Union to the Chancellor within five working days after the decision at Step 1 has been received. The Chancellor shall communicate his decision within ten working days after receipt of the appeal. If the grievance is not resolved at the Chancellor's level, it may be appealed to arbitration by the Union within 15 working days and the parties shall arrange for the prompt hearing and resolution of the grievance at arbitration. The parties will make every effort to process these grievances more expeditiously than the time limits prescribed above. The arbitrator shall render the award within five days after the close of the hearing.

(4) In the case of WNYE teachers the grievance shall be presented at Step 1 to the head of the Office of Library, Media and Telecommunications and at Step 2 to the Chancellor or his designated representative. The Union representative at each step shall be a member of the Union's grievance committee. The decision at Step 1 shall be communicated within 10 working days after receiving the complaint of the employee.

(5) In the case of adult education employees covered by this Agreement, the grievance shall be presented at Step 1 to the executive director, director or head of the particular program as appropriate, and at Step 2 to the Chancellor.

The Union representative at each step shall be a member of the Union's grievance committee. The decision at Step 1 shall be communicated within 10 working days after receiving the complaint of the employee.

(6) In the case of teachers assigned, education administrators, education officers and education analysts, the grievance shall be presented at Step 1 to the appropriate community superintendent or his designee, assistant superintendent for high schools, or the Executive Director responsible for the Office, and at Step 2 to the Chancellor. The Union representative at each step shall be a member of the Union's grievance committee. The decision at Step 1 shall be communicated within 10 working days after receiving the complaint of the employee.

b. The special procedures set forth in paragraph 4 of this article shall not apply to per session employees, adult education employees covered by this Agreement, teachers assigned, education administrators, education officers and education analysts.

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

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

4. Special Procedures for Grievances Arising out of School Reorganization

Where the grievance arises out of school reorganization and involves class size, teacher programs or assignments, the time limits prescribed above shall be modified in these respects:

a. The grievance must be presented within two school days after the employee has knowledge of the act or condition which is the basis of the complaint, except that conformity to class size limits shall not be the subject of grievance during the first ten school days of each term.

b. The head of the school or borough supervisor shall communicate his decision within two school days after receiving the complaint.

c. The grievance must be appealed to the community or assistant superintendent or director within two school days after the decision at Step 1 has been received.

d. The community or assistant superintendent, director or the appropriate designee shall render a decision as expeditiously as possible but no later than five school days after receipt of the appeal.

e. The grievance must be appealed by the Union to the Chancellor within five school days after the decision at Step 2 has been received.

f. The Chancellor shall communicate his decision within ten school days after receipt of the appeal.

g. If the grievance is not resolved at Step 3, it may be appealed to arbitration by the Union within 15 school days and the parties shall arrange for the prompt hearing and resolution of the grievance at arbitration.

h. Effective September 1983, the Union shall designate an order of priority for arbitration of unresolved reorganization grievances involving teacher programs or assignments. Such grievances shall be expeditiously arbitrated. Grievances heard on or before October 5th shall be decided, and the award rendered within 5 days. If the grievance is sustained, it shall be implemented immediately. If not rendered by October 10th, an Arbitration Award sustaining a grievance shall be implemented no later than the next reorganization.

5. Priority Handling of Grievances

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

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

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

b. Where a substantial number of employees in more than one school (or, in the case of teachers of the homebound, in more than one borough) have a complaint arising from the action of authority other than the head of a school (or borough supervisor) the Union, upon their request, may initiate a group grievance in their behalf.

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

7. Appearance and Representation

Conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. When such conferences are held during Board of Education working hours, all persons who participate shall be excused without loss of pay for that purpose.

8. Time Limits

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

this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

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

C. Arbitration

A grievance dispute which was not resolved at the level of the Chancellor under the grievance procedure may be submitted by the Union to an arbitrator for decision if it involves the application or interpretation of this Agreement. A grievance dispute arising under Article Eight or any term of this Agreement involving Board policy or discretion may be submitted to arbitration for the sole purpose of determining whether the Board's policy was disregarded or applied in so discriminatory, arbitrary or capricious a manner as to constitute an abuse of discretion.

A grievance may not be submitted to an arbitrator unless a decision has been rendered by the Chancellor under the grievance procedure, except as provided in Section B 4 g of this Article, and except in cases where, upon expiration of the 20-day time limit for decision, the Union filed notice with the Chancellor of intention to submit the grievance to arbitration and no decision was issued by the Chancellor within five school days after receipt of such notice.

The proceeding shall be initiated by the Union filing with the Board a notice of arbitration. The notice shall be filed within 15 school days after receipt of the decision of the Chancellor under the grievance procedure or, where no decision has been issued in the circumstances described above, three days following the expiration of the five school day period provided above. The notice shall include a brief statement setting forth precisely the issue to be decided by the arbitrator and the specific provision of the Agreement involved. The parties shall jointly schedule the arbitration hearings.

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

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

The parties seek the most expeditious decisions in arbitrations and

will not normally file briefs or order transcripts. If either or both parties order a transcript, it shall be on an expedited basis. The parties may agree to file post-hearing briefs. However, if a party unilaterally files a brief, it shall be filed within five working days of the hearing or receipt of the transcript, if one is ordered. The other party shall have the right to file a reply brief within five working days of receipt of the brief.

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

The arbitrator shall issue his decision not later than 30 days from the date of the closing of the hearings or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this Agreement and he shall be without power or authority to make any decision:

1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law;

2. Involving Board discretion or Board policy under the provisions of this Agreement, under Article Eight, under Board by-laws, or under applicable law, except that he may decide in a particular case that Board policy was disregarded or that its attempted application under Article eight or any term of this Agreement was so discriminatory, arbitrary, or capricious as to constitute an abuse of discretion.

3. Limiting or interfering in any way with the powers, duties and responsibilities of the Board under its by-laws, applicable law, and rules and regulations having the force and effect of law. The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, will be accepted as final by the parties to the dispute and both will abide by it.

The arbitrator may fashion an appropriate remedy where he finds a violation of this Agreement. To the extent permitted by law, an appropriate remedy may include back pay. The arbitrator shall have no authority to

grant a money award as a penalty for a violation of this Agreement except as a penalty is expressly provided for in this Agreement.

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

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

The provisions of Article 22 C (Arbitration) shall apply to grievances arising under Article 21 A (Teacher Files) except that:

1. Cases shall be submitted to an arbitrator designated by mutual agreement of the parties.
2. Awards shall be issued within five days after the close of the hearing and without opinions.
3. The voluntary labor arbitration rules of the A.A.A. shall apply to the proceedings insofar as they relate to the hearings.
4. Periodic consultations shall be held to monitor these procedures.

D. General Provisions as to Grievances and Arbitration

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

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

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

ARTICLE TWENTY-THREE

SPECIAL COMPLAINTS

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

A. Definition

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

B. Filing and Priority Handling

A special complaint shall be promptly filed with the Chancellor by the Union. Such complaint shall receive expedited handling pursuant to this Article.

C. Joint Investigation and Informal Resolution

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

D. Administrative Hearing and Continued Attempt at Informal Resolution

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

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

E. Decision of the Chancellor

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

F. Fact Finding and Recommendations

If the complaint is not resolved by the Chancellor, the Union shall submit it for hearing and fact finding before an arbitrator selected in accordance with Article Twenty-Two C of this Agreement. The submission shall be made within ten (10) school days after the issuance of the Chancellor's decision.

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

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

The fact finder shall not interpret or apply the provisions of this Agreement or exercise any of the other functions specified in Article Twenty-Two of this contract, nor shall he exercise any of the powers conferred pursuant to Section 3020-a of the Education Law.

G. Board Consideration

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

ARTICLE TWENTY-FOUR

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 TWENTY-FIVE

NO-STRIKE PLEDGE

The Union and the Board recognize that strikes and other forms of work stoppages by teachers are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union therefore agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work, by the employees covered by this Agreement, nor any instigation thereof.

ARTICLE TWENTY-SIX

DEFINITIONS

A. 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.

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

C. The term "special service school" as used in this Agreement shall be replaced by the designation "Title I eligible school" and all working conditions in this Agreement covering "special service schools" shall be understood to continue to apply to such schools under the new designation. The new designation shall apply also to all other "Title I eligible" schools in accordance with the criteria established as of June 1, 1969, and the provisions of this Agreement relating to teaching periods and preparation periods and to training of teachers in special service schools shall also be made applicable to all such other schools effective for elementary schools on February 1, 1970, and for junior high schools in September 1970.

ARTICLE TWENTY-SEVEN

NOTICE-LEGISLATIVE ACTION

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

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

ARTICLE TWENTY-EIGHT

COPY OF AGREEMENT

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

ARTICLE TWENTY-NINE

DURATION

This Agreement and each of its provisions shall be effective as of September 9, 1982, and shall continue in full force and effect until September 9, 1984.

Negotiations for a subsequent Agreement will commence no sooner than October 15, 1983, for budgetary items and no sooner than March 15, 1984, for all other items, upon request of either party filed two weeks before each of these dates.

JOSEPH BARKAN
President
The Board of Education of
the City School District of
the City of New York

Dated:

ALBERT SHANKER
President
United Federation of Teachers,
Local 2, American Federation of
Teachers, AFL-CIO

APPENDIX A

SALARY SCHEDULES OF DAY SCHOOL TEACHERS

I

In any and all schedules hereinafter set forth ... advancement by increments shall be conditioned upon regulations adopted by the Board of Education upon the recommendation of the Chancellor.

Whenever, in the schedules which follow, provision is made for the payment of a salary differential based upon the completion of additional approved study, the certificate issued by the Chancellor shall provide that the effective date thereof shall be determined in accordance with appropriate regulations issued by the Chancellor with the approval of the Board of Education.

II

A. Salary Schedules

Applicable provisions of Section 513 of the Board of Education by-laws establishing salary schedules for employees referred to as "day school teachers," who are listed in Article One of this Agreement, follow.

The approximate qualifications which appear at the head of each column marked "Descriptive Designation" are for general descriptive purposes only. In order to be placed on a particular schedule, the teacher must meet, in full, the qualifications hereinafter described.

All newly appointed teachers who have not had previous professional employment as teachers will be required to participate in an after-school teacher training program for a period of 28 weeks during the course of a school year. Such participation is not to exceed two hours per week over a period of not more than 14 weeks in each of the Fall and Spring terms. The details of these requirements are specified in Article Seven G of the Teachers Agreement.

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

Regular substitute teachers will advance to the next step in the salary schedule upon completion of each full year of regular substitute service and on March 1 of each such year but not beyond Step 4A of the salary schedule.

Full-term and other-than-occasional per diem substitutes serving in full-time vacancies shall be compensated at the first salary step in Schedule C 1, or at such salary step and rate as may be payable pursuant to a certificate of salary fixation issued by the Chancellor. Such per diem substitute teachers will advance to the next step in the salary schedule upon completion of 175 school days of service and on March 1, following the completion of each such unit of 175 school days of service but not beyond Step 4A of the salary schedule.

Full-term and other-than-occasional per diem substitutes serving in regularly scheduled part time positions shall be compensated for each full day of service at the rate of one two-hundredth of the first salary step of Schedule C 1, or at the rate of one two-hundredth of such salary step and rate as may be payable pursuant to a certificate of salary fixation issued by the Chancellor. Such per diem substitute teachers will advance to the next step in the salary schedule upon completion of 175 school days of service and on March 1, following the completion of each such unit of 175 school days of service but not beyond Step 4 A of the salary schedule.

SALARY SCHEDULE EFFECTIVE
SEPTEMBER 9, 1982

Salary Step	C-1	C-1+PD	C-2	C-2+ID	C-2+PD	C-2+ID+PD	C-6	C-6+PD
1A	12,571	14,146	13,154	14,233	14,729	15,808	15,312	16,887
1B	12,571	14,146	13,154	14,233	14,729	15,808	15,312	16,887
2A	12,878	14,453	13,461	14,540	15,036	16,115	15,619	17,194
2B	13,418	14,993	14,001	15,080	15,576	16,655	16,159	17,734
3A	13,974	15,549	14,557	15,636	16,132	17,211	16,715	18,290
3B	14,558	16,133	15,141	16,220	16,716	17,795	17,299	18,874
4A	15,141	16,716	15,724	16,803	17,299	18,378	17,882	19,457
4B	15,724	17,299	16,307	17,386	17,882	18,961	18,465	20,040
5A	16,307	17,882	16,890	17,969	18,465	19,544	19,048	20,623
5B	16,890	18,465	17,473	18,552	19,048	20,127	19,631	21,206
6A	17,473	19,048	18,056	19,135	19,631	20,710	20,214	21,789
6B	18,057	19,632	18,640	19,719	20,215	21,294	20,798	22,373
7A	18,640	20,215	19,223	20,302	20,798	21,877	21,381	22,956
7B	19,806	21,381	20,389	21,468	21,964	23,043	22,547	24,122
8A	20,973	22,548	21,556	22,635	23,131	24,210	23,714	25,289
8B	22,256	23,831	22,839	23,918	24,414	25,493	24,997	26,572

SALARY SCHEDULE EFFECTIVE
NOVEMBER 9, 1983

Salary Step	C-1	C-1+PD	C-2	C-2+ID	C-2+PD	C-2+ID+PD	C-6	C-6+PD
1A	13,577	15,278	14,207	15,372	15,908	17,073	16,537	18,238
1B	13,577	15,278	14,207	15,372	15,908	17,073	16,537	18,238
2A	13,908	15,609	14,538	15,703	16,239	17,404	16,868	18,569
2B	14,491	16,192	15,121	16,286	16,822	17,987	17,451	19,152
3A	15,092	16,793	15,722	16,887	17,423	18,588	18,052	19,753
3B	15,723	17,424	16,353	17,518	18,054	19,219	18,683	20,384
4A	16,352	18,053	16,982	18,147	18,683	19,848	19,312	21,013
4B	16,982	18,683	17,612	18,777	19,313	20,478	19,942	21,643
5A	17,612	19,313	18,242	19,407	19,943	21,108	20,572	22,273
5B	18,241	19,942	18,871	20,036	20,572	21,737	21,201	22,902
6A	18,871	20,572	19,501	20,666	21,202	22,367	21,831	23,532
6B	19,502	21,203	20,132	21,297	21,833	22,998	22,462	24,163
7A	20,131	21,832	20,761	21,926	22,462	23,627	23,091	24,792
7B	21,390	23,091	22,020	23,185	23,721	24,886	24,350	26,051
8A	22,651	24,352	23,281	24,446	24,982	26,147	25,611	27,312
8B	24,036	25,737	24,666	25,831	26,367	27,532	26,996	28,697

SALARY SCHEDULE EFFECTIVE
SEPTEMBER 9, 1983

Salary Step	C-1	C-1+PD	C-2	C-2+ID	C-2+PD	C-2+ID+PD	C-6	C-6+PD
1A	14,527	16,347	15,201	16,448	17,021	18,268	17,694	19,514
1B	14,527	16,347	15,201	16,448	17,021	18,268	17,694	19,514
2A	14,882	16,702	15,556	16,803	17,376	18,623	18,049	19,869
2B	15,505	17,325	16,179	17,426	17,999	19,246	18,672	20,492
3A	16,148	17,968	16,822	18,069	18,642	19,889	19,315	21,135
3B	16,824	18,644	17,498	18,745	19,318	20,565	19,991	21,811
4A	17,497	19,317	18,171	19,418	19,991	21,238	20,664	22,484
4B	18,171	19,991	18,845	20,092	20,665	21,912	21,338	23,158
5A	18,845	20,665	19,519	20,766	21,339	22,586	22,012	23,832
5B	19,518	21,338	20,192	21,439	22,012	23,259	22,685	24,505
6A	20,192	22,012	20,866	22,113	22,686	23,933	23,359	25,179
6B	20,867	22,687	21,541	22,788	23,361	24,608	24,034	25,854
7A	21,540	23,360	22,214	23,461	24,034	25,281	24,707	26,527
7B	22,887	24,707	23,561	24,808	25,381	26,628	26,054	27,874
8A	24,237	26,057	24,911	26,158	26,731	27,978	27,404	29,224
8B	25,719	27,539	26,393	27,640	28,213	29,460	28,886	30,706

B. Longevity Increments

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

1. Appointed teachers with ten years of pedagogical service but less than 15 years in the New York City public school system as of October 1, 1975 or any subsequent October 1 shall have their gross annual salary rates computed by adding the sum of \$1,458 (\$1,575 effective November 9, 1982; \$1,685 effective September 9, 1983) per annum to the rates ascertained without consideration of such longevity increment.

2. Appointed teachers with 15 years of pedagogical service or more in the New York City public school system as of October 1, 1975 or any subsequent October 1 shall have their gross annual salary rates computed by adding the sum of \$2,916 (\$3,150 effective November 9, 1982; \$3,370 effective September 9, 1983), per annum (inclusive of the longevity increment provided in paragraph 1 above) to the rates ascertained without consideration of such longevity increment.

3. Pursuant to law, the service required for these longevity increments shall include teaching service outside the New York City public school system and/or related non-teaching experience for which salary credit was granted by the Board prior to April 12, 1971.

C. Payment Under Schedule C 1

Rates under Schedule C1 shall be paid to teachers who do not qualify as provided hereinafter in this section, for payment under Schedules C2 or C6.

D. Qualification for Schedule C2 - First Differential

1. Rates under Schedule C2 shall be paid to teachers covered by this Agreement when they qualify for a salary differential by reason of having completed (1) 30 semester hours of approved study beyond the baccalaureate or (2) 30 semester hours of approved study beyond such courses offered for and accepted by the Board of Examiners as the equivalent of a baccalaureate for eligibility for the license under which the teacher is serving at

the time of filing application for the salary differential or (3) holding an approved master's degree issued by a recognized college or university. In any of the above cases, qualification for the differential shall be evidenced by a certificate issued by the Chancellor.

2. Effective January 1, 1958, rates under Schedule C2 shall be paid to teachers covered by this Agreement who, at the time of licensing, were not required to be holders of a baccalaureate or its equivalent as an exclusive prerequisite to said licensing; with the proviso that such teachers qualify for a salary differential, as evidenced by a certificate issued by the Chancellor, by reason of having completed 30 semester hours of approved study beyond the academic qualifications submitted and accepted for said licensing; except that the additional 30 semester hours of approved study shall be waived (for purposes of placement under this paragraph only) in the case of any teacher holding a baccalaureate or who was graduated from an approved four year normal school course, if such teacher was licensed as a result of an examination wherein the academic qualifications for the license were not restricted to holders of a baccalaureate or its equivalent.

3. Effective July 1, 1964, any teacher who was graduated from an approved three-year normal or teacher training school course and has completed 15 semester hours of approved study beyond such graduation shall qualify for salary placement under Schedule C2 if such teacher, at the time of licensing, was not required to be a holder of a baccalaureate or its equivalent as an exclusive prerequisite to such licensing.

4. Effective July 1, 1962, teachers of shop subjects (trades) shall qualify for the salary differential payable pursuant to the terms and conditions of this paragraph upon completion of the required 32 semester hours of approved teacher training courses set forth in Section 389 of the Board of Education by-laws.

5. Effective July 1, 1965, teachers of business subjects shall qualify for the salary differential payable pursuant to the terms and conditions of this paragraph upon submitting evidence of meeting in full the requirements for such license which were in effect as of July 1, 1963, through June 30, 1965, as then set forth in Section 347b of the Board of Education by-laws.

6. Effective July 1, 1963, teachers of related technical subjects shall qualify for the salary differential payable pursuant to the terms

and conditions of this paragraph upon submitting evidence of meeting in full the requirements for such license as set forth in Section 387 of the Board of Education by-laws.

E. Qualification for Schedule C6 - Second Differential

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

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

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

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

Provided, further, that teachers of shop subjects (trades), teachers of industrial arts, teachers of business subjects and teachers of related technical subjects may continue to qualify by meeting the requirements existing on June 30, 1967, as listed in sub-paragraphs (1) through (12), below.

2 a. Teachers who were regularly employed on June 30, 1967, may qualify for the second differential by meeting any of the following requirements not later than June 30, 1970:

(1) Teachers who hold an approved doctorate issued by a recognized college or university.

(2) Teachers who hold an approved master's degree issued by a recognized college or university and who, after having earned the baccalaureate, have completed 30 semester hours of approved study.

(3) Teachers who hold an approved baccalaureate issued by a recognized college or university and who, beyond such degree, have completed 60 semester hours of approved study.

(4) Effective July 1, 1964, teachers who, at the time of appointment, were not required to hold a baccalaureate as an exclusive prerequisite to qualify for the teaching license, provided:

(a) graduates of an approved four year normal or teacher train-

ing school, or holders of a baccalaureate, have completed 30 semester hours of approved study beyond such graduation or degree, or

(b) graduates of an approved three-year normal or teacher training school have completed 45 semester hours of approved study beyond such graduation, or

(c) graduates of an approved two-year normal or teacher training school have completed 60 semester hours of approved study beyond such graduation.

(5) Teachers who have completed 60 semester hours of approved study beyond such courses offered for and accepted by the Board of Examiners as the equivalent of a baccalaureate for eligibility for the license under which the teacher is serving at the time of filing application for salary differential.

(6) Teachers of shop subjects (trades) who hold a baccalaureate and in addition have had five years of journeyman trade experience.

(7) Teachers of shop subjects (trades) who have established eligibility for the first differential and who in addition thereto (1) have successfully completed a program of 30 semester hours of courses formulated by the State Commissioner of Education for extension of license to permit teaching of related technical material in the trade areas; and (2) hold a certificate of competency in related technical subjects issued on the basis of a recommendation of the Board of Examiners following the passing of a suitable examination.

SUBSTITUTION: An in-service course or courses marked "C" or "D", or a course or courses taken at a recognized college or university may be substituted for a course or courses of the same number of semester hours to be offered under paragraph (7) above, provided such course or courses were completed prior to September 1, 1959.

(8) Teachers of shop subjects (trades) who have established eligibility for the first differential, and who in addition thereto have completed 30 semester hours of approved study; with the proviso that each year of journeyman experience beyond the number required for the license may be submitted as the equivalent of 15 semester hours of approved study.

(9) Effective July 1, 1962, teachers of shop subjects (trades) appointed prior to July 1, 1947, to serve in junior high schools whose licenses qualified them for appointment to service in academic or vocational high schools at that time in the same manner as teachers of shop

subjects (trades) who were appointed prior to July 1, 1947, to academic or vocational high schools.

(10) Effective July 1, 1963, teachers of industrial arts appointed prior to July 1, 1947, to serve in junior high schools.

(11) Effective July 1, 1965, teachers of business subjects have established eligibility for the first differential and who, in addition thereto, have completed 30 semester hours of approved study. All approved courses, beyond those needed to meet license requirements in effect as of July 1, 1963, through June 30, 1965, as then set forth in Section 347b of the Board of Education by-laws, shall be credited toward the second differential.

(12) Effective July 1, 1963, teachers of related technical subjects who have established eligibility for the first differential and who in addition thereto have completed 30 semester hours of approved study, with the proviso that a maximum of 15 semester hours of study shall be granted for approved and appropriate experience of not less than one year above the three years required by Section 387 of the Board of Education by-laws.

b. For teachers who were regularly employed on June 30, 1967, service as a cooperating teacher for a full term in an approved teacher training program may be submitted as the equivalent of two semester hours of approved study in meeting requirements for the second differential under paragraph a, above. A maximum of four semester hours of approved study may be granted for such service.

F. Footnotes of Schedules

Footnotes from Section 513 of the Board of Education by-laws which concern employees covered by this Agreement are:

a. A teacher appointed prior to July 1, 1947, who returns to active service following a leave of absence without pay or upon withdrawal of resignation or upon restoration to service by the Chancellor shall be compensated under the appropriate schedule at a salary step computed in accordance with the revised equated date of appointment, by reference to all salary schedules, charts and conditions operative between July 1, 1947, and the date of resumption of active service.

e. Teachers of agriculture shall be paid under the appropriate schedule with the addition of 10% to their rates.

G. Promotional Differential

On such date as the requirements shall be met, as evidenced by a cer-

tificate issued by the Chancellor, additional compensation, known as the "Promotional Differential," shall be paid to teachers eligible therefor pursuant to the conditions set forth below. The promotional differential shall be at the rate of \$1,575 (\$1,701 effective November 9, 1982; \$1,820 effective September 9, 1983) per annum. The gross annual salary rates of teachers to whom said promotional differential is payable shall be computed by adding the sum of \$1,575 (\$1,701 effective November 9, 1982; \$1,820 effective September 9, 1983) per annum to the annual rates ascertained without consideration of said promotional differential, under the procedures hereinbefore set forth in Section 513 of the Board of Education by-laws.

Promotional differentials shall be payable to:

1. Regularly appointed teachers serving under junior or senior high school licenses in day academic or day vocational high schools, junior high schools and, effective July 1, 1963, in "400" schools, "600" schools or "K-8" schools or as teachers of homebound children, who have met requirements, in full, for such licenses.
2. Teachers who hold an approved master's degree issued by a recognized college or university.
3. Teachers who hold an approved baccalaureate issued by a recognized college or university and who beyond such degree have satisfactorily completed 30 semester hours of approved credits in college or university study, provided however, that teachers seeking eligibility under this subdivision shall have completed not less than 36 semester hours of study in an approved subject matter area, which may be in combination of graduate and undergraduate study.
4. All teachers compensated under Salary Schedule C6 as of June 30, 1962, provided said teachers shall have completed 24 hours of study in an approved subject matter area which may be in combination of graduate and undergraduate study. The differential herein provided shall become payable only when the study requirements have been met.
5. Teachers of shop subjects (trades) appointed after July 1, 1947, who are compensated under Salary Schedule C2, and who have completed the required 32 semester hours of approved teacher training courses set forth in Section 389 of the Board of Education by-laws.
6. Teachers assigned to service in special education areas in accordance with Footnote "g" of Section 513 of the Board's by-laws and who

do not otherwise qualify for the promotional differential shall be permitted to qualify for such promotional differential by offering the appropriate special education courses to the extent described in Footnote "g" of Section 513 as part of the subject matter area courses described in paragraphs 3 and 4, above. Teachers who qualify in this manner shall be eligible for the promotional differential upon submitting, with their applications, a waiver of the additional compensation of \$200 per annum currently payable. However, if and when teachers in special education areas shall qualify for the promotional differential, upon filing separate applications therefor under paragraphs 2, 3, 4 or 5 above, such additional compensation of \$200 per annum shall nevertheless be paid to those teachers during assignment to special education areas if they otherwise are eligible to receive the additional compensation under the terms of this Agreement.

7. Effective July 1, 1965, teachers of special classes as covered by Section 312 of these by-laws, teachers of speech improvement, and teachers of homebound children who were licensed to teach in such special education areas and were appointed to serve in such license prior to July 1, 1947.

8. Effective July 1, 1965, teachers who, at the time of appointment, were not required to hold a baccalaureate or its equivalent to qualify for the teaching license under which the teacher is serving and who are graduates of a recognized two, three or four year normal school or training school for teachers, provided that such teachers have completed (a) 120 semester hours of approved study accepted by the Board of Examiners as the equivalent of a baccalaureate, and (b) 30 semester hours of approved credits in college or university study beyond such baccalaureate equivalent, and (c) not less than 36 semester hours of study in an approved subject matter area, which may be in combination of graduate and undergraduate study.

9. Substitute teachers may qualify for the promotional differential by meeting the eligibility requirements set forth in paragraphs 2, 3, 4 and 5, above. Substitute teachers shall qualify also if they are compensated under Salary Schedule C6 by virtue of a license issued as a result of prior service as a regular teacher compensated under Salary Schedule IIa.

10. Effective September 9, 1975, the "approved subject matter areas" referred to above shall include every subject in which a subject matter

license exists or may be established.

H. Intermediate Differential

On such date as the requirements shall be met, as evidenced by a certificate issued by the Chancellor, additional compensation at the rate of \$1079 (\$1,165 effective November 9, 1982; \$1247 effective September 9, 1983) per annum shall be paid to those teachers eligible therefor pursuant to the conditions set forth below. Such additional compensation shall be known as the "Intermediate Differential," and the gross annual salary rates of teachers to whom said intermediate differential is payable, shall be computed by adding the sum of \$1079 (\$1,165 effective November 9, 1982; \$1,247 effective September 9, 1983) per annum to the rates ascertained without consideration of said intermediate differential, under the procedures hereinbefore set forth in Section 513 of the Board of Education by-laws.

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

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

III

Applicable provisions of Section 514 of the Board of Education by-laws follow:

Schedule IIa

This schedule shall apply to teachers appointed prior to July 1, 1947, to day academic and day vocational high schools

Salary Step	Rates Effective		
	Sept. 9, 1982	Nov. 9, 1982	Sept. 9, 1983
8B	<u>\$26,572</u>	<u>\$28,698</u>	<u>\$30,707</u>

1. Teachers assigned to service in a school numbered 601 et seq. prior to September 9, 1978, shall continue to receive additional compensation at the rate of \$600 per annum so long as they serve in any special education assignment.

IV

Applicable provisions of Section 521 of the Board of Education by-laws follow:

Schedule VIa

1. Regular Substitute Teachers

On or after July 1, 1947, regular substitute teachers when assigned as such, shall be compensated at the first salary step in Schedule C1, C2 or C6, above, or at such salary step and rate as may be payable pursuant to a certificate of salary fixation issued by the Chancellor in accordance with this section.

2. Substitute Teachers Serving in Full Time Vacancies (Other Than Regular Substitute Teachers)

On or after September 1, 1977, substitute teachers serving in full time vacancies (other than regular substitute teachers) shall be compensated at the first salary step in Schedule C1, supra, or at such salary step and rate as may be payable pursuant to a certificate of salary fixation issued by the Chancellor in accordance with this section.

3. Substitute Teachers Serving in Regularly Scheduled Part Time Positions

On or after September 1, 1975, substitute teachers serving in regularly scheduled part time positions shall be compensated for each full day of service at the rate of one two-hundredth of the first salary step of Schedule C1, supra, or at the rate of one two-hundredth of such salary step and rate as may be payable pursuant to a certificate of salary fixation issued by the Chancellor in accordance with this section.

APPENDIX B
SPECIAL CIRCULAR

1. A child who threatens or engages in physical violence to himself, his fellow students, or a teacher may be directed by the teacher to report immediately to the principal or other designated supervisor under such escort as is prescribed by the school. Such pupil shall not be returned to the classroom without consultation between the principal and the teacher.

2. Pupils who so seriously disrupt the classroom work as to impede effective instruction may be reported by the teacher to the principal or other designated supervisor. Such report shall be in writing and shall contain substantiating data on the behavior of the child.

3. Upon receiving a report of violent or disruptive behavior the principal or his designated representative shall make a suitable investigation and shall promptly initiate a course of action that will best serve the needs of the school and the child.

4. If the problem is not solved in this manner after available courses of action have been taken and a decision has been reached by the principal that the child still so seriously disrupts the classroom work as to impede effective instruction, the child should be referred to other facilities within the school. If no such facilities exist within the school the principal shall refer the case to the community or assistant superintendent under existing procedures.

5. Each plan of action should involve the parent, the teacher, the child and other appropriate personnel. No final decision on placement or care should be arrived at without such participation.

6. If action by the principal is unduly delayed or if the child is repeatedly returned to the same teacher's classroom or if a series of actions by the principal does not resolve the issue, the teacher may appeal to the community or assistant superintendent. The community or assistant superintendent shall set up an appropriate procedure for review and disposition of such cases. If the

community or assistant superintendent finds that the continued presence of that child in a regular classroom so interferes with instruction as to be seriously detrimental to the interests of all the children (including the particular child), he shall, if consistent with applicable law, direct that the child not be returned to a regular class and follow appropriate procedures for the proper placement of the child.

7. There shall be established in each district a panel to hear appeals from the decision of the community or assistant superintendent. The panel shall consist of a teacher selected by the Union, a parent selected by the local school board from a list of three names submitted to it by the district parents' council, and a third member selected by the community or assistant superintendent who shall be employed by the school system in the field of psychology or social work or guidance. The panel shall have the power to make recommendations in writing to the Chancellor who shall make the final decision on the appeal in accordance with applicable law. During the first year of this circular the Chancellor will render his decision within 30 days following receipt of the panel recommendations and thereafter within 15 days.

1982-84 MUNICIPAL COALITION ECONOMIC AGREEMENT

Memorandum of Economic Agreement ("Coalition Agreement") made this 24th day of January, 1983, by and between the undersigned Coalition of Municipal Unions ("the Unions") and the City of New York and the undersigned employers (collectively "the Employers").

WHEREAS, the undersigned parties desire to enter into collective bargaining agreements, including this Coalition Agreement and agreements successor to those terminating on December 31, 1981, June 30, August 31, September 8, September 30, or December 31, 1982 ("Separate Unit Agreements") to cover the employees represented by the Unions ("Employees"); and

WHEREAS, the parties intend by this Coalition Agreement to cover all economic matters and to incorporate the terms of this Coalition Agreement into the Separate Unit Agreements,

NOW THEREFORE, IT IS AGREED as follows:

Section 1. Term.

a. The term of each Separate Unit Agreement shall be two (2) years from the date of termination of the applicable existing separate unit agreement.

b. The term of this Coalition Agreement shall be, in the case of each Union and respective Employer, from January 24, 1983 or the day following the termination of the existing separate unit agreement, whichever is earlier, to the date that the Separate Unit Agreement between such Union and Employer becomes final, except as provided in Sections 7, 8, 9, and 12.

Section 2. Continuation of Economic Terms

The economic terms of existing separate unit agreements shall be continued except as modified pursuant to this Coalition Agreement.

Section 3. Prohibition of Further Economic Demands

No party to this Coalition Agreement shall make additional economic demands during the term of this Coalition Agreement or during the negotiations for or the term of the applicable

Separate Unit Agreement, except as provided in Section 4d hereof. Any disputes hereunder shall be promptly submitted and resolved.

Section 4. General Wage Increase

a. (i) Effective the first day of the third month of the applicable Separate Unit Agreement, Employees shall receive a general increase of 8% or \$900 per annum, whichever is greater.

(ii) Effective the first day of the second year of the applicable Separate Unit Agreement, Employees shall receive a general increase of 7% or \$900 per annum, whichever is greater.

(iii) Part-time per annum, per session, hourly paid and per diem Employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive the increases provided in Section 4a(i) and (ii) on the basis of computations heretofore utilized by the parties for all such Employees.

b. The general increases provided for in this Section 4 shall be calculated as follows:

(i) the general increase in Section 4a(i) shall be based upon the base rates (which shall include salary or incremental schedules) of applicable titles in effect on the first day of the applicable Separate Unit Agreement; and

(ii) the general increase in Section 4a(ii) shall be based upon the rates (which shall include salary or incremental schedules) of applicable titles in effect on the first day of the second year of the applicable Separate Unit Agreement.

c. The general increases provided for in this Section 4 shall be applied to the base rates, incremental salary levels, the minimum and maximum rates (including levels), assignment differentials (except those which were increased by the Salary Review Panel), assignment increases (level increases), advancement increases and uniform allowances, if any, fixed for the applicable titles. The increased uniform allowance payment for employees

covered by Section 4a(i) shall be pro-rated for the first year of the applicable Separate Unit Agreement.

d. The general increases provided for in this Section 4 shall be subject to revision or modification in the Separate Unit Agreements, provided however, that such revision or modification in wages or fringe benefits shall not result in any current or future cost increase or decrease as compared with the cost required to pay the increases provided for in this Section 4.

Section 5. Welfare Funds

a.(i) Effective the first day of the second year of the applicable Separate Unit Agreement, each Welfare Fund with reserves less than or equal to the contributions for the fiscal year ending June 30, 1982 shall have its contributions increased by an additional \$75 per full-time Employee per annum.

a(ii). Effective the first day of the second year of the Separate Unit Agreements, each Welfare Fund with reserves more than the contributions for the fiscal year ending June 30, 1982 shall have its contributions increased by an additional \$75 per full-time Employee per annum if such funds have presented a plan for providing additional benefits for that amount of \$75 and have so certified in writing to OMLR.

b. The current per annum contribution rate for eligible part-time per annum, hourly paid, per session and per diem (including seasonal appointees) Employees and Employees whose normal work year is less than a full calendar year shall be increased under the same conditions and in the same proportion as the contribution rates are increased for full-time Employees pursuant to Sections 5a (i) and (ii) hereof.

c. Contributions for Employees separated from service to a welfare fund which covers such Employees shall be increased in the same manner and under the same conditions as contributions for other Employees are increased pursuant to Sections 5a(i) and (ii).

d.(i) The United Federation of Teachers ("UFT") shall establish a supplemental welfare benefits fund program for employees represented by the UFT who have separated from service subsequent to June 30, 1970, who were eligible to receive supplemental welfare benefits and who were covered by a welfare fund at the time of such separation pursuant to a separate

agreement between the Board of Education and the certified union representing such employees, who remain primary beneficiaries of the New York City Health Insurance Program and are entitled to benefits paid for by the City through such program.

Except as otherwise provided in an existing separate unit agreement, the Board of Education shall contribute the following annual amounts on a pro-rata monthly basis for each eligible individual for remittance to the UFT to such supplemental benefits fund pursuant to the terms of a supplemental agreement to be reached by the parties:

- a. Eligible Employees separated from service from
July 1, 1970 through September 8, 1982
Effective September 9, 1982 \$85.00
- b. Eligible Employees separated from service from
September 9, 1982 through September 8, 1984
Effective September 9, 1982 \$450.00
Effective September 9, 1983 \$525.00
- c. Eligible Employees separated from service
after September 8, 1984 \$525.00

(ii) The Council of Supervisors and Administrators ("CSA") shall establish a supplemental welfare benefits fund for Supervisors and Administrators who have separated from service subsequent to June 30, 1970, who were eligible to receive supplemental welfare benefits and who were covered by a welfare fund at the time of such separation pursuant to a separate agreement between the Board of Education and the certified union representing such employees, who remain primary beneficiaries of the New York City Health Insurance Program and are entitled to benefits paid for by the City through such program.

The Board of Education shall contribute the following annual amounts on a pro-rata monthly basis for each eligible individual for remittance to the CSA to such supplemental benefits fund pursuant to the terms of a supplemental agreement to be reached by the parties:

- a. Eligible Employees separated from service from
July 1, 1970 through September 30, 1982
Effective October 1, 1982 \$85.00
- b. Eligible Employees separated from service from
October 1, 1982 through September 30, 1984
Effective October 1, 1982 \$450.00
Effective October 1, 1983 \$525.00

c. Eligible Employees separated from service after September 30, 1984 \$525.00

(iii) The Professional Staff Congress/City University of New York ("PSC") shall establish a supplemental welfare benefits fund for instructional staff (a) who have separated from service subsequent to June 30, 1970, who were eligible to receive supplemental welfare benefits at the time of such separation, who remain primary beneficiaries of the New York City Health Insurance Program and are entitled to benefits paid for by the City through such program or (b) who have separated from service subsequent to June 30, 1970, who were eligible to receive supplemental welfare benefits and who were covered by a welfare fund at the time of such separation pursuant to a separate agreement between the Board of Higher Education/CUNY and the certified union representing such employees, who were participants in the CUNY optional Retirement Program (TIAA - CREF), who were employed by CUNY on a full-time basis for at least ten (10) years, who are at least age 55 and who have elected to and are receiving an annuity benefit from the CUNY optional Retirement Plan (TIAA-CREF) ("eligible individual or employee").

The City University of New York shall contribute the following annual amounts on a pro-rata basis for each eligible individual for remittance to the PSC to such supplemental benefits fund pursuant to the terms of a supplemental agreement to be reached by the parties:

a.	Eligible Employees separated from service from July 1, 1970 through August 31, 1982	
	Effective September 1, 1982	\$85.00
b.	Eligible Employees separated from service from September 1, 1982 through August 31, 1984	
	Effective September 1, 1982	\$450.00
	Effective September 1, 1983	\$525.00
c.	Eligible Employees separated from service after August 31, 1984	\$525.00

(iv) The United College Employees of the Fashion Institute of Technology ("UCE") shall establish a supplemental welfare benefits fund for instructional staff (a) who have separated from service subsequent to June 30, 1970, who were eligible to receive supplemental welfare benefits at the time of such separation, who remain primary beneficiaries of the New York City Health Insurance

Program and are entitled to benefits paid for by the City through such program or (b) who have separated from service subsequent to June 30, 1970, who were eligible to receive supplemental welfare benefits and who were covered by a welfare fund at the time of such separation pursuant to a separate agreement between the representing such employees, who were participants in the FIT optional Retirement Program (TIAA-CREF) or were enrolled in the State Teachers Retirement System, who were employed by FIT on a full-time basis for at least ten (10) years, who are at least age 55 and who have elected to and are receiving an annuity benefit from the FIT optional Retirement Plan (TIAA-CREF) or are receiving benefits from the State Teachers Retirement System ("eligible individual or employee").

The Fashion Institute of Technology shall contribute the following annual amounts on a pro-rate basis for each eligible individual for remittance to the UCE to such supplemental benefits fund pursuant to the terms of a supplemental agreement to be reached by the parties:

- | | | |
|----|---|----------|
| a. | Eligible Employees separated from service from
July 1, 1970 through August 31, 1982 | |
| | Effective September 1, 1982 | \$85.00 |
| b. | Eligible Employees separated from service from
September 1, 1982 through August 31, 1984 | |
| | Effective September 1, 1982 | \$450.00 |
| | Effective September 1, 1983 | \$525.00 |
| c. | Eligible Employees separated from service
after August 31, 1984 | \$525.00 |

(v) The maximum sum to be remitted by the Board of Education, the City University of New York, and the Fashion Institute of Technology during the term of the applicable separate unit agreements under Sections 5d (i), (ii), (iii), and (iv), shall be \$5 million.

Section 6. Conditions of Payment

If no revision or modification is sought pursuant to Section 4d and there is no unresolved dispute under Section 3, payment of the increases provided in Section 4 (a) (i) shall be made promptly upon final approval of this Coalition Agreement. If no revision or modification is sought pursuant to Section 4d and there is no such unresolved dispute under Section 3, payment of the increase

provided in Section 4(a) (ii) shall be made upon final approval of this Agreement and the signing of the Separate Unit Agreement by the Union. If a Union exercises its rights under Section 4d or there is an unresolved dispute under Section 3, such payments shall not be made until final approval of the Separate Unit Agreement.

Section 7. Health Insurance

a. Effective July 1, 1983 and thereafter, the Employer's cost for each employee and retiree under age 65 who selects either HIP or GHI-E/Blue Cross (21 day plan) coverage (or a replacement plan) shall be equalized at the community rated basic HIP/HMO plan payment rate as approved by the State Department of Insurance on a category basis of individual or family, e.g. the GHI-E/Blue Cross (21 day plan) payment for family coverage shall be equal to the HIP/HMO payment for family coverage.

b. If a GHI-E/Blue Cross plan (or a replacement plan) is offered to employees and retirees under age 65 which exceeds the cost of the HIP/HMO equalization provided in Section 7a, the City shall not bear the additional costs.

Section 8. Resolution of Disputes

a. Subject to the subsequent provisions of Section 8b, any dispute, controversy, or claim concerning or arising out of the execution, application, interpretation or performance of any of the terms or conditions of this Coalition Agreement shall be submitted to arbitration upon written notice therefor by any of the parties to this Coalition Agreement to the party with whom such dispute or controversy exists. The matter submitted for arbitration shall be submitted to an arbitration panel consisting of the three impartial members of the Board of Collective Bargaining pursuant to the rules of the Board of Collective Bargaining. Any award in such an arbitration proceeding shall be final and binding and shall be enforceable pursuant to Article 75, CPLR.

b. After incorporation of this Coalition Agreement into an applicable Separate Unit Agreement, any dispute, controversy or claim referred to in section 8a which arises between the parties to such Separate Unit Agreement shall be submitted to the dispute

resolution provisions of such applicable Separate Unit Agreement except that such dispute, controversy, or claim arising under Sections 7, 9 or 12 shall be resolved pursuant to Section 8a.

Section 9. Study of Certain Salaries

Any signatory union may request in writing to meet with OMLR to present its claim that there are specific and substantive inequities in the compensation of employees in the bargaining unit. All such requests must be submitted by a signatory Union within thirty days of the signing by such Union of the Coalition Agreement or March 31, 1983 whichever is earlier. If the Union and OMLR agree upon an adjustment to the compensation of any employees in the bargaining unit, such agreement shall be submitted as a recommendation to a joint panel consisting of one impartial designated by OMLR and one impartial designated by the Coalition of Municipal Unions.

If the Union and OMLR fail to agree upon an adjustment, the Union may make a presentation in writing to the joint panel within 15 days of the receipt of a letter from OMLR notifying the Union of the failure to agree.

Any determination of the joint panel to adjust the compensation of employees must be unanimous. The joint panel shall issue one report embodying all of its determinations. The determinations of the joint panel shall be final.

Section 10.

The attached "Addendum A" is incorporated by reference in this Coalition Agreement. In the event there is a conflict between this Coalition Agreement and said "Addendum A," the provisions of "Addendum A" shall govern.

Section 11. Incorporation of Coalition Agreement

This Coalition Agreement shall be incorporated into the Separate Unit Agreements except for Sections 7, 8, 9 and 12.

Section 12. Deferrals

a. In accordance with the terms of the Opinion and Award of the Arbitration/Impasse Panel In the Matter of the Coalition Unions and the City of New York (OCB No. A-743-78/I-141-78), the City and the Unions have negotiated the terms for payment of

deferrals. The terms of such repayment are set forth in the Deferral Payment Agreement dated January 24, 1983 and the Companion Agreement dated January 24, 1983. In the event that the New York State Financial Control Board for the City of New York fails to approve the Companion Agreement, the parties shall not be bound by the terms of this Coalition Agreement.

b. If for any reason, the parties shall be bound to perform neither the obligations set forth in the Deferral Payment Agreement nor the Companion agreement, the obligation shall continue and the parties shall effectuate a method for the payment of Deferrals as that term is defined in the Companion Agreement subject to the following conditions:

(1) Payments to employees shall commence on July 1, 1984 or as soon thereafter as possible and full payment shall be completed within seven years of the date of commencement of the payments.

(2) The total amount of payments to any employee shall be equal to the Deferrals made by such employee that are described in Exhibit B attached to the Companion Agreement (such amount referred to therein as the "Deferral Settlement Amount") and interest at the defined rate as provided in the Companion Agreement.

(3) The Employers shall be authorized by law and under generally accepted accounting principles to fund and account for such payments (including interest) by the annual appropriation in and disbursement through applicable operating budgets of amounts that do not exceed the amounts that would have been paid in each of the seven fiscal years if the payments provided for in (a) through (g), including the end of the paragraph immediately following (g) which begins with "provided" and ends with "Deferral Settlement Amount," of Section 4 of the Companion Agreement had been made.

(4) Payment of such amounts shall settle and extinguish all claims by or on behalf of the Unions or any employee in a title in a bargaining unit which has been certified to or represented by any of the Unions (during the period from the time Deferrals were made until the termination

of this Agreement) against the Employers for payment of any Deferrals.

(5) Any taxes and employee pension contributions required to be withheld from any such payment shall be deducted therefrom prior to the disbursement of such payment to any employee.

Section 13. Approval of Agreements

This Coalition Agreement and the Separate Unit Agreements are subject to approval in accordance with applicable law.

Section 14.

In the event that any payment is not paid on the date due under this Coalition Agreement, such payment when made shall be paid retroactive to such date due.

Dated January 24, 1983

New York, New York

ADDENDUM A TO 1982-84 MUNICIPAL COALITION ECONOMIC AGREEMENT

Memorandum of Economic Agreement made this 24th day of January, 1983, and between the City of New York and the undersigned employers (collectively "the Employers") and the City Employees Union, Local 237, IBT ("Local 237") as the certified collective bargaining representative of those employees of the Employers covered by agreements successor to those terminating on December 31, 1981, June 30 and December 31, 1982 ("Separate Unit Agreements"), nevertheless excluding all Section 220 employees (collectively "the Employees")..

NOW THEREFORE, IT IS AGREED as follows:

Section 1. General Wage Increase

a. Effective the first day of the applicable Separate Unit Agreement, Employees shall receive a general increase of 7-1/2% or \$900 per annum, whichever is greater.

b. Effective the first day of the second year of the applicable Separate Unit agreement, Employees shall receive an additional general increase of 7% or \$900 per annum, whichever is greater.

c. The general increases provided for in Sections 1a and b shall be applied to the uniform allowances, if any, for the applicable titles.

Section 2. Miscellaneous

All of the provisions of the Coalition Agreement which are not in conflict with the foregoing shall apply to the Employees and to such extent are deemed incorporated herein. This Addendum A is entered into because of the different agreement dates and circumstances governing these Employees and all other employees covered by the Coalition Agreement.

Section 3.

This Addendum A to the Coalition Agreement and the separate Unit Agreement are subject to approval in accordance with applicable law.