

APR 20 1984

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Signed original 1,000
Contract

Per Annum Per Monthly



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

Board of Education Employees Local 372

American Federation of State, County

and Municipal Employees

AFL-CIO

covering

PER ANNUM AND PER MONTHLY SCHOOL LUNCH EMPLOYEES

July 1, 1982 - June 30, 1984

*This contract covers approximately
1,000 employees*

X6/84

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[a]

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AGREEMENT MADE AND ENTERED INTO by and between THE BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK (hereinafter referred to as the "Board") and BOARD OF EDUCATION EMPLOYEES LOCAL 372, District Council 37, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

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

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

WHEREAS, pursuant to the Statement of Policies, the Union has been certified as the exclusive bargaining representative of all per annum and per monthly employees employed by the Board of Education in the titles of School Lunch Helper, Senior School Lunch Helper, School Lunch Aide, Senior School Lunch Aide, School Lunch Assistant, Senior School Lunch Aide (Cook), School Lunch Assistant (Cook) and School Lunch Loader and Handler, excluding those employees performing essentially supervisory functions (hereinafter referred to as "per annum and per monthly employees" or "employees"); and

WHEREAS, an agreement heretofore entered into by and between the parties expired on June 30, 1982; and

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

ARTICLE I

UNION RECOGNITION

The Board recognizes the Union as the exclusive bargaining representative of all per annum and per monthly employees employed in school lunch or other school food service programs operated and controlled by the Central Board or by a community school board in the titles of School Lunch Helper, Senior School Lunch Helper, School Lunch Aide, Senior School Lunch Aide, School Lunch Assistant, Senior School Lunch Aide (Cook), School Lunch Assistant (Cook) and School Lunch Loader and Handler, excluding those employees performing essentially supervisory functions (hereinafter referred to as "per annum and per monthly employees" or as "employees").

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 an existing bargaining unit described herein, employees in such new title or category shall be included within the existing unit, and upon request of the Union the parties shall negotiate the terms and conditions of employment for such new title or category of employees; but nothing contained herein shall be construed to require renegotiation of terms and conditions of employment applicable to employees in 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 school lunch employees for the purpose of hearing the views and proposals of its members, except that, as to matters presented by such organizations which are proper subjects of collective bargaining, the Union shall be informed of the meeting and, as to those matters, any changes or modifications shall be made only through negotiation with the Union.

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

Nothing contained herein shall be construed to prevent any individual employee from (1) informally discussing a complaint with his immediate superior or (2) processing a grievance in his own behalf in accordance with the complaint and grievance procedures hereinafter set forth in Article XXI.

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

ARTICLE II

FAIR PRACTICES

The Union agrees to maintain its eligibility to represent all employees by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status and to represent equally all employees 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.

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ARTICLE III

RATES OF PAY

A. Salary Increases

The annual salary rates of school lunch per annum and per monthly employees (prorated for part-time employees and further prorated for employees compensated on a monthly basis) shall be increased as follows:

<u>Title</u>	<u>RATES EFFECTIVE</u>		
	<u>7/1/82</u>	<u>9/1/82</u>	<u>7/1/83</u>
School Lunch Helper	<u>\$12,210</u>	<u>\$13,187</u>	<u>\$14,110</u>
Senior School Lunch Helper	<u>12,443</u>	<u>13,438</u>	<u>14,379</u>
School Lunch Aide	<u>12,677</u>	<u>13,691</u>	<u>14,649</u>
Senior School Lunch Aide	<u>13,373</u>	<u>14,443</u>	<u>15,454</u>
Senior School Lunch Aide (Cook)	<u>13,849</u>	<u>14,957</u>	<u>16,004</u>
School Lunch Assistant	<u>14,047</u>	<u>15,171</u>	<u>16,233</u>
School Lunch Assistant (Cook)	<u>14,728</u>	<u>15,906</u>	<u>17,019</u>
School Lunch Loader and Handler	<u>16,159</u>	<u>17,452</u>	<u>18,674</u>

B. Municipal Coalition Economic Agreement

Incorporated in this Agreement

The 1982-1984 Municipal Coalition Economic Agreement entered into by the parties and effective as of July 1, 1982, is incorporated into this Agreement as required by Section 11 of the 1982-1984 Municipal Coalition Economic Agreement.

C. Promotional Increases

A School Lunch Helper who is promoted to the title of Senior School Lunch Helper shall be paid at the minimum salary rate set forth above for Senior School Lunch Helper or shall receive a promotional increase of \$216 effective September 1, 1982 and \$231 effective July 1, 1983, whichever results in a higher salary rate.

A Senior School Lunch Helper who is promoted to the title of School Lunch Aide shall be paid at the minimum annual salary rate set forth above for School Lunch Aide or shall receive a promotional increase of \$270 effective September 1, 1982 and \$289 effective July 1, 1983, whichever results in a higher salary rate.

A School Lunch Aide who is promoted to the title of Senior School Lunch Aide shall be paid at the minimum annual salary rate set forth above for Senior School Lunch Aide or shall receive a promotional increase of \$324 effective September 1, 1982 and \$347 effective July 1, 1983, whichever results in a higher salary rate.

A Senior School Lunch Aide who is promoted to the title of Senior School Lunch Aide (Cook) shall be paid at the minimum annual salary rate set forth above for Senior School Lunch Aide (Cook) or shall receive a promotional increase of \$324 effective September 1, 1982 and \$347 effective July 1, 1983, whichever results in a higher salary rate.

A Senior School Lunch Aide who is promoted to the title of School Lunch Assistant shall be paid at the minimum annual salary rate set forth above for School Lunch Assistant or shall receive a promotional increase of \$378 effective September 1, 1982 and \$404 effective July 1, 1983, whichever results in a higher salary rate.

A Senior School Lunch Aide (Cook) or a School Lunch Assistant who is promoted to the title of School Lunch Assistant (Cook) shall be paid at the minimum annual salary rate set forth above for School Lunch Assistant (Cook) or shall receive a promotional increase of \$378 effective September 1, 1982 and \$404 effective July 1, 1983, whichever results in a higher salary rate.

D. Compensation for Special Assignments

School Lunch Assistants assigned on a long-term basis in charge of a junior high school cafeteria shall receive additional compensation at the rate of \$432 per annum effective September 1, 1982 and \$462 effective July 1, 1983 during the continuance of such long-term assignment.

E. Compensation for Additional Hours of Work for Part-Time Employees

1. Definition of Part-Time Employees

Part-time employees are those who normally work less than 37 1/2 hours per week.

2. Compensation

Per annum and per monthly part-time employees will be compensated in cash at their basic hourly rate for each hour they are required to work beyond their normal weekly hours up to 37 1/2 hours. The provisions of Article VII (Overtime) shall apply to hours worked by such employees in excess of 37 1/2 hours in any work week during the year and in excess of 32 1/2 hours in any work week worked during the summer period by any such employees to whom summer hours are applicable.

ARTICLE IV

BENEFITS

A. Welfare Fund

1. Subject to the provision of Section 5 a. (i) or (ii) of the 1982-84 Municipal Coalition Economic Agreement, effective July 1, 1983, the Board will provide funds at the rate of \$525 per year on a pro rata basis per month for full-time per annum employees, (prorated for part-time employees and further prorated for employees compensated on a monthly basis), on behalf of each employee, whether a member of the Union or not, who regularly works in any of the titles in this unit for 20 or more hours per week, for the purpose of making available welfare benefits for each such employee under a welfare plan established and administered pursuant to a supplemental agreement entered into between the Board and the Union.

2. Subject to a separate agreement between the Board and the Union, the Union shall be entitled to receive such separate contributions as may be provided in this agreement for welfare, training, and legal services benefits as a single contribution to be paid by the employer into the District Council 37 Benefit Fund Trust. Such contributions shall be held by the trustees of that Trust for the exclusive purpose of providing through other trusteed funds, welfare, training, and legal services benefits for the employees so covered as well as any other benefits as the Board and the Union may agree upon. The Board shall continue to have the right to review and approve the distribution of funds to, and the level of, benefits provided by the Trust or individual funds.

3. Effective January 1, 1976, employees who have been separated from service subsequent to January 1, 1976, and who were covered by this welfare fund at the time of such separation pursuant to a separate agreement between the Board and the Union representing such employees, shall continue to be so covered, subject to the provisions hereof, on the same contributory basis as incumbent employees. Contributions shall be made only for such time as said individuals remain primary beneficiaries of the Board's Health Insurance Program and are entitled to benefits paid for by the Board through such program.

B. Health Insurance

The Board will provide per monthly employees who return to work in September with health insurance coverage on a 12-month basis.

ARTICLE V

HOLIDAYS

The following days will be regular paid holidays when falling on a per annum or per monthly employee's regular work day:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

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

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

Employees will be paid for all school holidays and all other regular school days on which their programs are closed for special observance pursuant to action of the Chancellor or Community Superintendent.

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ARTICLE VI

CONTINUOUS SERVICE

A. For the purposes of this Agreement, continuous service shall be defined as uninterrupted service in the per annum and per monthly school lunch titles, except that breaks in service caused by layoff not to exceed four years, or leaves, as approved in accordance with the Rules and Regulations covering Administrative Employees, shall not be deemed an interruption of service, but such limited period shall not be counted in the determination of length of continuous service.

B. This definition shall not apply to Article VII for the purpose of computing continuous hourly service.

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ARTICLE VII

HOURLY SERVICE CREDIT FOR COMPUTING ANNUAL LEAVE

An hourly school lunch employee who is appointed on or after January 1, 1968, as a per annum or per monthly employee shall be given credit for up to a maximum of three years of service as an hourly employee for the purpose of computing annual leave allowance.

This provision shall apply only to continuous hourly service performed immediately prior to appointment as a per annum or per monthly employee.

For the purposes of this Article, continuous hourly service shall be defined as uninterrupted service in the hourly school lunch titles, except that breaks in service caused by layoff not to exceed four years, or approved leaves, as provided in Article XIII of the Hourly School Lunch Agreement, shall not be deemed an interruption of service, but such limited period shall not be counted in the determination of length of continuous service.

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ARTICLE VIII

OVERTIME

A. Definition of Overtime - Summer Hours

1. During the period when normal schedules of hours are in effect (i.e., from the day after Labor Day through the last week in June), work performed in excess of 37 1/2 hours in a per annum or per monthly employee's regular work week shall be deemed to be overtime.

2. During the period when summer hours are in effect (i.e., July 1 through Labor Day), work performed in excess of 32 1/2 hours in the regular work week of a per annum or per monthly employee who works in a non-air conditioned facility, has completed at least one year of service, and has previously been granted summer hours, shall be deemed to be overtime. During this period, the provisions of paragraph 1, immediately above, shall apply to an employee who has been employed less than one year.

3. The provisions of this Article shall apply to such overtime as has been properly directed and authorized in advance by the Administrator of the Office of School Food Services (hereinafter referred to as Administrator) or his/her designee.

B. Cash Payment for Overtime or Compensatory Time Off -

Less than 40 Hours Per Week

1. Cash payment at the employee's basic hourly rate shall be paid for overtime worked in excess of 37 1/2 but less than 40 hours in a per annum or per monthly employee's regular work week.

The per annum or per monthly employee's basic hourly rate shall be determined by prorating the employee's basic salary in accordance with present practice of the Board. "Basic salary" is defined as an employee's annual rate of compensation, including shift differentials.

No credit shall accrue for time taken for meals.

2. During the period when summer hours are in effect, compensatory time off shall be granted on an equivalent time basis for overtime worked in excess of 32 1/2 but less than 37 1/2 hours in the regular work week of a per annum or per monthly employee to whom summer hours are applicable.

Credit for overtime worked in excess of 32 1/2 but less than 37 1/2 hours in the regular work week of a per annum or per monthly employee to whom summer hours are applicable shall begin to accrue only after one-half hour. No credit shall accrue for time taken for meals.

C. Cash Payment for Overtime - Over 40 Hours Per Week

Cash payment shall be made at the rate of one and one-half times the per annum or per monthly employee's basic hourly rate for overtime worked in excess of 40 hours in a per annum or per monthly employee's regular work week.

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

No credit shall accrue for time taken for meals.

D. Overtime for Holidays

An employee who is required to work on any of the regular paid holidays specified in Article V shall be paid a 50% cash premium for all hours worked on the holiday and he shall receive compensatory time off equivalent to the number of hours worked on the holiday.

E. Scheduling of Compensatory Time Off

Compensatory time off for overtime shall be scheduled at the discretion of the Administrator or his/her designee. Except as the Administrator or his/her designee may otherwise request, compensatory time off must be taken within the three month period following the date on which it was earned. Compensatory time off not taken during such three month period due to the request of the Administrator or his/her designee shall be taken during such subsequent time as the Administrator or his/her designee permits.

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

F. Scheduled Days Off

All work required to be performed by an employee on his/her scheduled day off shall be considered overtime.

G. Full Pay Status - Computing Overtime

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

H. Recall

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

I. Meal Allowance

For all employees who work authorized overtime not compensated for in cash, the following meal allowances shall be provided as follows:

	<u>Effective</u> <u>7/1/78</u>	<u>Effective</u> <u>7/1/82</u>	<u>Effective</u> <u>7/1/83</u>
a. For two continuous hours of overtime	\$ <u>5.00</u>	\$ <u>5.50</u>	\$ <u>6.00</u>
b. For five continuous hours of overtime	<u>5.50</u>	<u>6.00</u>	<u>6.50</u>
c. For seven continuous hours of overtime	<u>7.50</u>	<u>8.00</u>	<u>8.50</u>
d. For ten continuous hours of overtime	<u>8.50</u>	<u>9.00</u>	<u>9.50</u>
e. For fifteen continuous hours of overtime	<u>9.50</u>	<u>10.00</u>	<u>10.50</u>

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

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ARTICLE IX

SHIFT DIFFERENTIALS

A. Payment of Shift Differentials

Effective as of April 1, 1971, a per annum or per monthly employee shall receive a shift differential equal to ten (10) per cent of the employee's basic hourly rate for each hour worked between 6:00 p.m. and 8:00 a.m., if the employee's daily work period has been regularly scheduled and at least one hour of such daily work period falls between the hours of 6:00 p.m. and 8:00 a.m.

A per annum or per monthly employee's basic hourly rate shall be determined by prorating the employee's basic salary in accordance with present practice of the Board. For this purpose, "basic salary" is defined as an employee's annual rate of compensation, excluding overtime pay.

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

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ARTICLE X

UNIFORMS

A. Employees who are required in the performance of their duties to wear uniforms or aprons or both will have them supplied by the Office of School Food Services in the following manner:

Employees who work 30 hours or more per week who are required to wear uniforms will be supplied with three uniforms.

Employees who work 30 hours or more per week who are required to wear both uniforms and aprons will be supplied with three uniforms and five aprons.

Employees who work less than 30 hours per week who are required to wear uniforms will be supplied with two uniforms.

Employees who work less than 30 hours per week who are required to wear both uniforms and aprons will be supplied with two uniforms and three aprons. Thereafter, one new uniform and one apron will be provided each year to each employee.

Employees who work 30 hours or more per week who are required to wear uniforms will be supplied with three uniforms and will receive the following laundering expense reimbursement per year:

1. Effective September 1, 1982 - \$40.50
2. Effective July 1, 1983 - \$43.34

Employees who work less than 30 hours per week who are required to wear uniforms will be supplied with two uniforms and will receive the following laundering expense reimbursement per year:

1. Effective September 1, 1982 - \$27.00
2. Effective July 1, 1983 - \$28.89

The increased laundering expense reimbursement allowance shall be pro-rated for the first year of the Agreement.

B. School Lunch Loaders and Handlers shall be furnished three summer uniforms and three winter uniforms. Rain jacket and rain trousers will be issued to those school lunch loaders and handlers whose duties require them to work out-of-doors.

C. A freezer coat will be provided at each location having a walk-in freezer for use by employees whenever necessary in the performance of their duties.

D. The labor-management committee consisting of five management representatives and four Union representatives established to develop procedures for the provision of uniforms to employees shall continue to evaluate the method of providing uniforms in terms of cost effectiveness and employee appearance according to standards adopted by the committee.

ARTICLE XI

DISABILITY BENEFITS FOR ASSAULT WHILE ON DUTY

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

Benefits provided under this Article shall be in addition to but not concurrent with benefits provided under Section 5.41 of the Rules and Regulations for Administrative Employees (in effect as of July 1, 1967).

ARTICLE XII

PHYSICALLY DISABLED EMPLOYEES

In the case of an employee who is required to take a medical examination to determine if he is physically capable of performing his duties and who is found to be unable to perform such duties because of a job related injury or illness, the Board will make every effort to assign such disabled employee to in-title and related duties in the same title during the period of the employee's disability.

ARTICLE XIII

TERMINAL LEAVE AND TERMINATION PAY

A. Terminal Leave

Employees who retire shall be granted terminal leave as follows:

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

a. One workday of terminal leave for each two days of unused sick leave accumulation. Under this method the maximum accumulation of sick leave shall be 180 days-plus 20 additional unused accumulated days for the purpose of computing terminal leave only. The maximum allowable terminal leave shall not exceed 100 workdays.

b. Terminal leave equivalent to the amount of unused sick leave accumulation, on the basis of one calendar month of terminal leave for each 22 days of unused accumulated sick leave. Under this method the maximum accumulation of sick leave shall be 180 days. The maximum allowable terminal leave shall however not exceed one calendar month for every ten years of service, prorated at the rate of three calendar days per year of service or major fraction thereof. The method of computation set forth in "a" above, shall be deemed applicable unless the employee elects the alternative method of computation set forth in "b" above.

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

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

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

B. Termination Pay

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

ARTICLE XIV

PENSION AND RETIREMENT BENEFITS

Changes in the pension plans and retirement benefits of school lunch employees who are members of the Board of Education Retirement System will be the subject of a supplemental agreement between the Board and the Union and made Appendix "A" of this Agreement.

ARTICLE XV

PAYMENT OF DECEASED EMPLOYEE'S ANNUAL LEAVE AND COMPENSATORY TIME

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

- a. All unused accrued annual leave to a maximum of 54 days credit;
- b. All unused compensatory time credit earned subsequent to July 1, 1968, and retained pursuant to this Agreement, verifiable by official Board records, to a maximum of two hundred (200) hours.

Any employee who might be able to accumulate in excess of 54 days of annual leave or 200 hours of compensatory time shall have the right to schedule at least such days or hours that might bring them in excess of 54 days of annual leave or 200 hours of compensatory time.

ARTICLE XVI

PAYMENT OF DEATH BENEFITS FOR EMPLOYEE WHO DIES FROM INJURY

INCURRED IN COURSE OF EMPLOYMENT

In the event that an employee dies as a result of an injury arising out of and in the course of his/her employment sustained on or after September 9, 1974, through no fault of his/her own, and in the proper performance of his/her duties, as certified by the Workers' Compensation Division of the Law Department and the Chancellor, a payment of \$25,000 will be made by the Board to: a) the employee's widow or widower, if any; or if there be no widow or widower, b) the employee's child or children, in any, in equal shares, or if there be no children, c) the employee's estate.

Such payment shall be in addition to any other payment which may be made as a result of such death.

ARTICLE XVII

MATERNITY LEAVE

A. Effective April 1, 1971, an employee who is granted a maternity leave of absence shall, upon request, be compensated in cash for her accrued annual leave balance. Sick leave days less the sick days used while on maternity leave shall remain in the employee's sick leave balance.

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

ARTICLE XVII-A

EXCUSABLE ABSENCES

Under the conditions stated below, absences of per annual and per monthly employees shall be excusable with pay at the discretion of the Personnel Board, without charge to sick leave or annual leave balances, upon submittal of evidence satisfactory to the Personnel Board and upon application in the form prescribed by the Personnel Board:

1. Death in the Immediate Family

Absence not to exceed four working sessions is permitted in the case of death in the immediate family. In addition, the Personnel Board may excuse additional absence when such absence is necessary because of attendance at the funeral of a relative in the immediate family at a place remote from the City of New York. For the purpose of this paragraph the term "immediate family" includes a parent, child, brother, sister, grandparent, grandchild, husband, wife or parent of a husband or wife, or any relative residing in the employee's house. The relationship of the deceased to the applicant and the date of death and the date of funeral shall be shown on the application.

2. Jury Duty

Absence for jury duty is permitted. Unless the employee excused for jury duty endorses the check for services rendered as a juror to the Administrator of Business Affairs, there shall be deducted from his salary an amount equal to the sum which he is entitled to receive from the appropriate governmental agency for his performance of such jury duty.

3. Court attendance under Subpoena or Court Order where an employee appears in a case in which neither he nor anyone related to him in any way has financial or personal interest whatsoever and where the employee's attendance is not required as a result of any other employment, occupation or voluntary act on his part; the application shall be accompanied by subpoena or state-

ment from the employee's supervisor that he has seen such subpoena and he must state that neither he nor anyone related to him in any way has any financial or personal interest whatsoever.

4. Quarantine, provided acceptable official evidence is attached to the application.
5. Attendance at New York City Civil Service examination or an examination held by the Board of Examiners of the Board of Education, or for investigation interview or appointment interview in connection with such examination. The application must indicate title of examination and by which of the two agencies the examination was conducted.
6. Attendance at conventions, provided that the Chancellor has authorized such absence.
7. Absence for the purpose of attending, in a representative capacity, the funeral of an associate employee.
8. Blood donation to the American Red Cross, or other legitimate organization engaged in this activity.
9. Military or naval duty, provided certificate from Commanding Officer is attached to the application. This certificate should indicate that the duty was actually performed on the specified dates.
10. Appearance before a local board or any other competent authority in connection with the Selective Service Act, prior to induction into military service, provided the notice from the Selective Service Board is attached to application.
11. Receiving Degree or Attending Graduation

Absence of not more than one session for the purpose of receiving a degree from a college or university or for the purpose of attending the graduation of his child from eighth year elementary school, junior high school, high school or college or to attend graduation of a spouse from college or university. Application should indicate exact time of day exercises were held, inasmuch as absence during working hours only will be excused.
12. Procedures for Approval
 - a. Prior notice to and authorization by the principal is required for absences due to the reasons stated above except the employee shall give notice to the principal as soon as possible in regard to Section 1, and 4 above.
 - b. All applications for excusable absences within the provisions of this Article, shall be forwarded to the Personnel Board with the principal's approval or disapproval indicated thereon.

ARTICLE XVIII

ACCUMULATION OF SICK LEAVE

Effective January 1, 1976, sick leave allowances shall be permitted to accumulate without limit. Sick leave may be used in units of one hour.

ARTICLE XVIII-A

SICK LEAVE ALLOWANCE

1. Employees compensated on an annual, monthly or per diem basis shall be credited with sick leave allowance with pay of one day for each month of service with pay.

Sick leave shall be used only for personal illness of the employee.

Sick leave credits shall be earned and recorded monthly on the record of each employee and shall include all sick leave which has been earned up to that time. The accumulation of sick leave allowance shall be unlimited.

2. Sick leave credits shall be earned during a calendar month, and the computation date shall be the first day of the following month. In order to be credited with sick leave in any month, the employee must be on full pay status for at least fifteen calendar days in the month.

3. Upon transfer of a permanent employee, or appointment of an employee who has continuous service in a City agency from an eligible list or to a non-competitive position, the sick leave balance shall be transferred with the employee upon submission of an appropriate substantiating statement to the Division of Personnel. Such statement shall be accredited by the Division of Personnel. Such statement shall be accredited by the Division of Personnel.

Continuous service is defined as service which has not been interrupted by a break of 31 calendar days or more.

ARTICLE XIX

SENIORITY POLICY

The principle of seniority, as defined below, shall be applied within each job classification, among qualified employees, for the following types of personnel action:

1. Layoff and Recall

For the purposes of layoff and recall, seniority is defined as length of continuous service in the job classification in the Office of School Food Services Area. Continuous service shall include service of no less than six months at a minimum of twenty hours per week as an hourly employee in the job classification at the work location performed immediately prior to the employee's appointment as a per annum or per monthly employee. Where two or more employees in a given title have the same seniority date, total length of service in a position in the bargaining unit shall be used to determine placement on the seniority list. If the seniority dates are still the same, a lottery shall be held to determine placement on the seniority list. A Union representative shall be present at the lottery drawing.

For layoff because of lack of work, the employee with the least seniority in the Office of School Food Services Area shall be selected. An employee who is laid off shall have the right to revert to a lower title previously held by such employee provided there is a vacancy or an employee with less seniority in such lower title.

Recall to their Office of School Food Services Area of employees who are laid off will be made on the basis of greatest seniority. An employee who is laid off and recalled to his/her Office of School Food Services Area within four years shall regain the seniority he/she had before he/she was laid off. An employee who is not recalled within four years shall be considered terminated.

For purposes of layoff and recall of loaders and handlers who were employed prior to the effective date of this Agreement, seniority is defined as total length of service in a heavy duty assignment. For the purpose of implementing this provision, a joint labor and management committee shall be established to promulgate such a seniority list.

An employee while on layoff from an Office of School Food Services Area shall during the first four years of his/her layoff be offered assignment on the basis of his/her Office of School Food Services Area seniority to an opening in his/her title in any other Office of School Food Services Area in the

city before any new applicants are assigned. An employee on layoff who accepts such assignments to another Office of School Food Services Area shall begin to earn Office of School Food Services Area seniority from the effective date of that assignment. An employee who accepts an assignment to a different Office of School Food Services Area shall have the right to return to his/her original Office of School Food Services Area before any new applicants are assigned or transferred if a vacancy shall develop within one year of his/her recall. Such requests shall take precedence over other transfer requests.

For purposes of seniority for the high schools each borough shall constitute a separate Office of School Food Services Area and for the warehouse and distribution locations the Warehouse and Distribution Section shall constitute a single Office of School Food Services Area.

Employees and the Union will be given ten days notice of layoff, except for compelling reasons. The Union will be given twenty days notice of a mass layoff at a work location or in an Office of School Food Services Area except for compelling reasons.

2. Promotion and Changes of Assignment

For the purpose of promotion and changes of assignment, seniority is defined as length of continuous service in the job classification in the Office of School Food Services Area among employees within the work location where the promotion or change is to occur.

The work locations are defined as follows:

- a. A school lunchroom.
- b. The offices at Office of School Food Services headquarters, except that the Office of School Food Services payroll and accounting office is a separate work location.
- c. An area office of the Office of School Food Services.
- d. Warehouse and Distribution Section.

For promotion from one job classification within an Office of School Food Services Area to a higher job classification within the same Office of School Food Services Area the employee in the next lower title with the greatest seniority in the Office of School Food Services Area among the employees at the work location, shall be selected.

An employee who is promoted to a higher job classification within the bargaining unit will earn seniority in the higher classification starting with the effective date of such promotion. If, within six months following such promo-

tion, the employee is returned to a position in the classification from which he/she was promoted, he/she will regain the seniority he/she had acquired in the lower job classification up to the effective date of his/her promotion.

For involuntary reassignment from one work location to another, the employee with the least seniority in the Office of School Food Services Area at the work location from which reassignment is made shall be selected.

A per annum or per monthly employee who has been involuntarily reassigned on or after July 1, 1968, from one work location to another shall suffer no loss of seniority.

For changes of regular assignment or changes of regular work schedules (number of hours of work) within a work location, the employee selected shall be the one with the greatest seniority in the Office of School Food Services Area if the change is voluntary or the one with the least seniority in the Office of School Food Services Area if the change is involuntary.

Normal variation of duties within a regular assignment or temporary changes in assignment made to meet emergencies are not to be considered "changes of regular assignment" under this policy.

In computing seniority in the Warehouse and Distribution Section in the Office of School Food Services Area, length of service in any department of the Warehouse and Distribution Section will be included in the total length of service in the Warehouse and Distribution Section in the Office of School Food Services Area.

In the Warehouse and Distribution Section only two persons may be promoted, or may be voluntarily reassigned, from any one department to another in any six-month period.

An employee who has had a voluntary change of assignment from one department to another in the Warehouse and Distribution Section shall not be eligible for a period of one year to make another voluntary change.

3. The determination of qualifications for changes in the personnel status of employees shall be made by school lunch supervisors or the Office of School Food Services.

4. Exceptions to this Article, based on qualifications shall have the prior approval of the Administrator of the Office of School Food Services. Grievances arising out of such exceptions shall be appealable directly to Step 3 of the expedited grievance procedure.

ARTICLE XX

POLICY CONCERNING APPLICATIONS

FOR POSITIONS IN OTHER WORK LOCATIONS

Employees may apply for positions in their job classification in work locations other than the one in which they are serving. An employee with more than the equivalent of one school term of continuous service who applies in writing for an opening will be interviewed and, if deemed qualified, will be given preference over applicants outside the school system or employees on layoff for employment in another work location.

An "opening" is a vacancy created by the termination or transfer of a regularly-employed employee or a new position assigned to the work location or a position in a newly constructed work location. The determination of qualification for employment in a particular work location shall be made by the supervisor in charge of the work location.

In the event two or more employees are eligible for an opening, the employee with the earliest date of application will be given preference.

Exceptions to this Article based on qualifications must have the prior approval of the Administrator of the Office of School Food Services. Grievances arising out of such exceptions shall be appealable directly to Step 3 of the expedited grievance procedure. If a grievance arising from such exception is appealed to the Grievance Panel, such appeal shall take precedence over all other scheduled appeals.

ARTICLE XXI

COMPLAINT AND GRIEVANCE PROCEDURES

POLICY

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

Upon request to the head of the school or to the appropriate supervisor in the Office of School Food Services, a Union staff representative shall be permitted to meet with employees in the unit during their non-working time, within the school or on Office premises, for the purpose of investigating complaints and grievances, under circumstances which will not interfere with the school lunch program or other school activities. A Union staff representative or shop steward shall be permitted to investigate grievances and complaints during working time only if such grievances require inspection of working conditions at the work place and the inspection does not interfere with the school lunch program or other activities. When necessary, any employee in the unit who is a shop steward in the work location in which the aggrieved employee is assigned will be given time off to represent the employee in the presentation of his grievance.

INFORMAL COMPLAINT PROCEDURE

It is desirable that any employee having a complaint should discuss it informally with his/her immediate supervisor or with any other appropriate level of supervision.

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

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

FORMAL GRIEVANCE PROCEDURE

If the matter has not been disposed of informally, an employee having a

complaint concerning any condition of employment within the authority of the Board of Education may, within a reasonable period not to exceed 90 days following the action complained of, present such complaint as a grievance in accordance with the provisions of this grievance procedure. Complaints concerning matters which are not within the authority of the Board should be presented in accordance with the review procedures of the agency having authority over such matters. The grievance procedure does not apply to complaints concerning out-of-title work except that a complaint by an employee that he/she has been assigned continuously after September 1, 1974, for three months or more to the general duties and responsibilities prescribed for a higher title in the unit is subject to the grievance procedure. This exception does not apply in the case of employees who receive "compensation for special assignments" as provided in Article III D of this Agreement. Other complaints as to out-of-title work are to be referred to the Executive Director, Division of Personnel. It is understood however that complaints of employees in title against out-of-title assignments made to other employees are subject to the grievance procedure.

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

The Union has the right to initiate or appeal a grievance involving alleged violation of any term of this Agreement. Such grievance shall be initiated within a reasonable period of time not to exceed 90 days with the Administrator of the Office of School Food Services.

Grievances arising from the action of officials other than the Administrator of the Office of School Food Services shall be initiated with and processed by such officials in accordance with the provisions of Step 3 of this grievance procedure.

Following is the procedure for presentation and adjustment of grievances:
Office of School Food Services (Steps 1 and 2)

1. An employee who is employed by the Office of School Food Services shall initiate the grievance at Step 1 with the Office of School Food Services Area supervisor.

2. If the grievance is not resolved at the first step, the employee may then appeal the grievance to the Administrator of the Office of School Food Services within 15 school days of receipt of the Step 1 decision.

High Schools (Steps 1 and 2)

1. An employee who is employed by the high schools shall initiate the

grievance at Step 1 with the borough supervisor of the Office of School Food Services.

2. If the grievance is not resolved at the first step, the employee may then appeal the grievance within 15 school days of receipt of the Step 1 decision to the Administrator of the Office of School Food Services.

Step 3

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

Representation

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

Conferences and Decisions

At each step of this grievance procedure, a conference shall be arranged by the Board representative, or his/her designee, with the aggrieved employee and his/her representative, if any. Conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. When such conferences are held during working hours, employees who participate shall be excused with pay for that purpose.

Every attempt should be made to reach a mutually satisfactory resolution of the grievance at the conference held under this procedure. If the grievance is not resolved at the conference, then a decision must be rendered by the Board representative. The decision at each step should be communicated to the aggrieved employee and his representative within the following time limits:

1. At Step 1, within five school days after the grievance is initiated;
2. At Step 2, within ten school days after the appeal is received;
3. At Step 3, within ten school days after the appeal is received.

If the grievance is presented in writing, the decision will be given in writing.

If a satisfactory resolution is not reached or if a decision is not ren-

dered within the time limits at Steps 1, or 2, the employee may appeal the grievance to the next higher step. If a satisfactory resolution is not reached or if a decision is not rendered within the time limit at Step 3, the Union may appeal the grievance to the Grievance Panel. A Union initiated grievance may be appealed by the Union to the next higher Step of the grievance procedure.

EXPEDITED GRIEVANCE PROCEDURE

A grievance subject to this procedure shall be filed by the aggrieved employee at Step 2 with the Administrator of the Office of School Food Services within three school days from knowledge of the complained action.

The Step 2 hearing shall be scheduled, a hearing held, and a decision rendered within five school days of filing of the grievance with the Administrator of the Office of School Food Services.

A grievant appealing the Step 2 decision shall file the appeal with the Chancellor within three school days of receipt of the Step 2 decision.

The Step 3 hearing shall be scheduled, a hearing held, and a decision rendered within five school days from the filing of the appeal.

If the Step 3 award is unsatisfactory, the Union may file for arbitration; a hearing will be scheduled and a decision rendered within ten calendar days.

APPEALS TO THE GRIEVANCE PANEL (STEP 4)

A grievance which has not been resolved by the Chancellor at Step 3 may then be appealed by the Union to the Grievance Panel within 20 school days of the receipt of the Step 3 decision.

The Panel shall be composed of one representative of the Board, one representative of the Union and one other person, selected by mutual agreement of the Board and the Union, who shall be the Chairman.

Any costs relating to the participation of the Chairman shall be shared equally by the parties to the dispute.

With respect to grievances which involve the application or interpretation of the provisions of this Agreement the Grievance Panel shall be without power or authority to make any decision:

1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law;
2. Involving Board discretion or Board policy under the provisions of this Agreement, under Board By-laws, or under applicable law, except that the Panel may decide in a particular case that such policy was disregarded or that the attempted application of any such term of this Agreement was so dis-

criminary, arbitrary or capricious as to constitute an abuse of discretion;

3. Limiting or interfering in any way with the powers, duties and responsibilities of the Board under its By-laws, applicable law and rules and regulations having the force and effect of law.

With respect to grievances which involve the application or interpretation of the provisions of this Agreement the decision of the Grievance Panel, if made in accordance with its jurisdiction and authority under this Agreement, will be accepted as final by the parties to the dispute and both will abide by it.

If the Grievance Panel finds that a grievance as to out-of-title work should be sustained the Chancellor shall discontinue such out-of-title assignment as promptly as possible. The Grievance Panel shall have no authority to award back pay for out-of-title assignments.

With respect to all other grievances, if the grievance is not resolved by unanimous agreement of the Panel members and the employee at the conference, then a report and majority recommendation of the Panel shall be transmitted by the Chairman to the Chancellor. Within ten school days after the date the report and recommendation are received by the Chancellor, he/she shall indicate whether he/she will accept the Panel's recommendation. Unless the Chancellor disapproves the recommendation within ten school days after the date it is received by him/her, the recommendation shall be deemed to be his/her decision.

A recommendation of the Panel which has been approved by the Chancellor, or which has not been disapproved by the Chancellor within the ten day limit specified above, shall be communicated to the aggrieved employee. If the Chancellor decides to disapprove a recommendation of the Panel, he/she shall notify the aggrieved employee and the Panel of his/her decision.

ARTICLE XXII

DISCHARGE REVIEW PROCEDURES

It is the policy of the Board that the discharge of an employee should be based on good and sufficient reason and that such action should be taken by the supervisor having such authority only after he/she has given due consideration to the matter.

If a per annum or per monthly employee with more than one school term of continuous service is discharged, he/she shall be given a written notice of discharge at the time of such action, except where circumstances warrant an immediate discharge, in which case such notice and reasons shall be given within two school days after such discharge. Such employee will also, upon his/her request, be afforded an opportunity for a prompt and careful review of the discharge in accordance with the provisions of the complaint and grievance procedure as stated in Article XXI of this Agreement. This grievance shall be initiated at Step 2 of the expedited grievance procedure.

ARTICLE XXIII

EMERGENCIES

When schools or other work locations are closed on any working day because of emergency, employees who report for work at their usual starting time before a prior official announcement of the closing has been made by the Board and who are not given any other work assignment for the day will be paid and not be charged with annual leave for that day.

The Board's general policy concerning payment of administrative employees for any day on which they are directed not to report for work because of emergency conditions will apply to per annum and per monthly employees in the unit covered by this Agreement.

ARTICLE XXIV

PERSONNEL FOLDERS

Employees shall receive a copy of any evaluatory statement of their work performance or conduct which is placed in their permanent personnel folder. Employees shall be given an opportunity to answer any such evaluatory statement placed in their folder, and their written answer shall be attached to the evaluatory statement in the folder. Any evaluatory statement with respect to the employee's work performance or conduct, a copy of which is not given to the employee, may not be used in any subsequent disciplinary action against the employee.

ARTICLE XXV

DAMAGE OR DESTRUCTION OF PROPERTY

Employees shall not be held responsible for loss of Board property when such loss is not the fault of the employee. This does not exonerate the employee from responsibility for Board property in his/her charge.

The Board will reimburse employees for loss or damage or destruction, while on duty in a school or area office, of personal property of a kind normally worn to or brought into a school or area office.

Employees will also 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 only be made when the employee 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 "lost," "damage" and "destruction" shall not cover the effects of normal wear and tear and use.

ARTICLE XXVI

ASSISTANCE IN ASSAULT CASES

1. Supervisors shall be required to report all cases of assault suffered by employees in connection with their employment to the Executive Director of Personnel and to the Office of Legal Services.

2. The Office of Legal Services shall inform the employee immediately of his/her rights under the law and shall provide such information in a written document.

3. The Office of Legal Services shall notify the employee of its readiness to assist the employee as follows:

a. by obtaining from police and from the supervisor relevant information concerning the culprits;

b. by accompanying the employee in court appearances; and

c. by acting in other appropriate ways as liason between employee, police and the courts.

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 employee in Family Court, the Board will reimburse the employee if he/she retains his/her own attorney for only one such appearance in an amount up to \$40.00.

ARTICLE XXVII

SAFETY

While working in a school employees will be covered by the safety plan developed for the school and by the appeal procedures as described below.

A complaint by an employee that there has been a violation of the plan as to him/her, 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 employee is not satisfied with the decision of the principal, he/she 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/her decision in writing to the employee within 24 hours after receiving the appeal.

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

The Chief Administrator of School Safety shall render his/her decision in writing to the employee 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 Chief Administrator of School Safety shall be final and binding.

Where all school lunch employees in the school are affected, the Union may initiate a complaint on behalf of all school lunch employees.

ARTICLE XXVIII

PAY PRACTICES

- A. The Board will recommend to the Comptroller of the City of New York that all regular paychecks of Board employees be itemized to include overtime, additional wage benefits (including retroactive pay) and differentials.
- B. An employee who is promoted or returned to a position in a lower job classification, or whose rate of compensation is reduced, shall be notified to that effect in writing no later than two weeks after the effective date of such personnel action.
- C. Consistent with and subject to security requirements, the Board agrees to release paychecks on Thursday at 3 p.m. so that all employees who would not otherwise receive their paychecks during their regular working hours on Friday will receive them before the end of their working hours on Friday.
- D. In the event that any payment is not paid on the date due under the Coalition Economic Agreement, such payment when made shall be paid retroactive to such date due.

ARTICLE XXIX

IDENTIFICATION CARDS

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

ARTICLE XXX

BULLETIN BOARDS

A bulletin board shall be reserved at an accessible place in each school or other work location for the exclusive use of the Union for purposes of posting material dealing with proper and legitimate Union business concerning employees in the unit.

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ARTICLE XXXI

CHECK-OFF

A. Exclusive Check-Off Privilege

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

B. Dues Check-Off Transfer

The Board will honor, in accordance with their terms, the written authorizations for the deduction of dues in behalf of the Union, properly executed by individuals while employed by the City of New York, who thereafter transfer directly to employment with the Board in the unit covered by this Agreement.

C. Agency Shop Fee

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

ARTICLE XXXII

INFORMATION TO THE UNION

A. Dues Check-Off Information

The Board shall provide monthly to the Union a complete and up-to-date list of all employees in the unit who have properly executed written authorizations for the deduction of dues in behalf of the Union. The Board shall also furnish to the Union such other reasonably available information as may be necessary to the Union for maintaining appropriate check-off records.

B. Copies of all official Office of School Food Services circulars and directives shall be sent to the Union.

C. Notices regarding employee promotions shall be sent to the Union.

ARTICLE XXXIII

INFORMATION ON LEAVE CREDIT

Information as to all his/her accumulated leave balances (sick leave, annual leave and compensatory time) will be given to each employee in writing at least once a year prior to the end of the school year.

ARTICLE XXXIV

INFORMATION AT THE WORK LOCATION

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

Work assignments and work schedules shall be posted semi-annually and kept current so far as possible.

A seniority list shall be posted at each work location at the beginning of each school term, and a copy shall be given to the shop steward and Union staff representative.

ARTICLE XXXV

CONSULTATION WITH UNION COMMITTEE

The Administrator of the Office of School Food Services or other appropriate representatives of the Board and representatives of the Union shall meet once a month during the school year to consult on matters of school food policy and on questions relating to the implementation of this Agreement.

ARTICLE XXXVI

UNION MEETINGS

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

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

ARTICLE XXXVII

RESTRICTION ON UNION ACTIVITIES

No employee shall engage in Union activities during the time he/she is assigned to duty, except that members of the Union's negotiating committee shall, upon proper application, be excused without loss of pay for working time spent in negotiations with the Board or its representatives.

ARTICLE XXXVIII

PRINCIPLES TO GOVERN CERTAIN PERSONNEL ACTION

In the event that adverse personnel action affecting annual or monthly employees in the unit covered by this Agreement is made necessary by reason of a Board decision to effect a major change in methods of operation of the school food program, such as technological changes, the Board and the Union will meet and confer with a view to reaching agreement on the principles governing such personnel action.

ARTICLE XXXIX

ANNUAL AND SICK LEAVE ALLOWANCES

Per monthly employees who are scheduled to work during the months of July and August shall be granted annual leave and sick leave allowances for such work on a pro rata basis.

Per monthly employees shall be required to take annual leave on all days of both Christmas and Spring school recesses, except that during such recesses they may report for work for any job related training provided by the Office of School Food Services.

Per annum employees may not be required to take more than a total of four days of their annual leave during the Christmas and Spring school recess periods in each school year. A total of two days of paid job related training may be provided by the Office of School Food Services during the Christmas and Spring recess periods for per annum employees on days other than annual leave days.

Application for excuse with pay for absence due to personal illness during the Christmas and Spring school recess periods must be accompanied by a certificate of a physician.

A joint labor-management committee shall be established to recommend procedures for a training program to be held at times other than the Christmas and Spring recesses, which will provide more effective training for employees and for the Office of School Food and Nutrition Services. The Committee shall commence meeting on June 1, 1983 with a view toward determining the feasibility of providing training during the Summer of 1983. In any event, the Committee's report shall be issued no later than December 1, 1983.

ARTICLE XXXIX-A

ANNUAL LEAVE

Annual Leave credits shall be earned during a calendar month, and the computation date shall be the first day of the following month. In order to be credited with annual leave in any month, the employee must be on full pay status for at least 15 calendar days in the month.

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

The annual leave allowance for annual employees shall be computed on the following basis, unless otherwise specified by collective bargaining agreements and special circulars issued the Chancellor.

	<u>Annual Allowance (Work Days)</u>	<u>Monthly Accrual</u>		
		<u>D</u>	<u>H</u>	<u>M**</u>
<u>a. From beginning of first year</u> <u>(if before October 1, 1976)</u> <u>to completion of seventh year.</u>	<u>20</u>	<u>1</u>	<u>4</u>	<u>40</u>
<u>b. From beginning of first</u> <u>(if between October 1, 1976</u> <u>and June 30, 1978) until</u> <u>June 30, 1978.*</u>	<u>15</u>	<u>1</u>	<u>1</u>	<u>45</u>
<u>c. From beginning of eighth year</u> <u>to completion of fourteenth</u> <u>year.</u>	<u>25</u>	<u>2</u>	<u>0</u>	<u>35</u>
<u>d. From beginning of fifteenth year</u>	<u>27</u>	<u>2</u>	<u>1</u>	<u>45</u>

* Effective July, 1978, the annual leave allowance shall revert to 20 work days, and the monthly accrual to 1 day, 4 hours, and 40 minutes.

**D = day, H = hours, M = minutes.

ARTICLE XL

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 XLI

CONFORMITY TO LAW - SAVING CLAUSE

- A. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and any substitute action shall be subject to appropriate consultation and negotiation with the Union.
- B. In the event that any provision of this Agreement is or shall at any time be contrary to law all other provisions of this Agreement shall continue in effect.
- C. If the Board delegates any of its authority or functions to a community school board, the terms of this Agreement, insofar as applicable, shall be binding upon the community school board to the extent permitted by law.

ARTICLE XLII
COPY OF AGREEMENT

The parties will have available copies of this Agreement upon request.

ARTICLE XLIII
NO-STRIKE PLEDGE

The Union and the Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union therefore agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work, by the employees covered by this Agreement, nor any instigation thereof.

ARTICLE XLIV

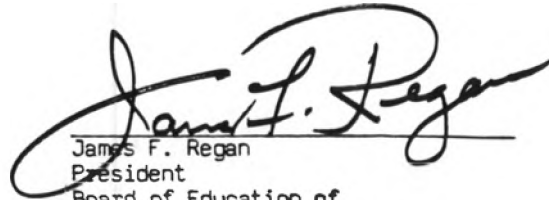
DURATION

This Agreement shall become effective as of July 1, 1982, and shall continue in full force and effect until June 30, 1984.

The provisions of this Agreement are modified by and subject to any applicable provisions of the New York State Financial Emergency Act for the City of New York, as enacted by Chapter 868 of the laws of 1975 and as amended by Chapter 870 of the laws of 1975, and as amended by Chapter 201 of the laws of 1978.

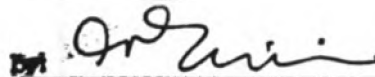
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SIGNATORIES

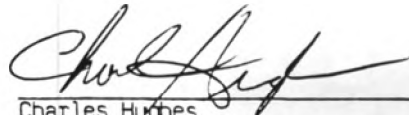


James F. Regan
President
Board of Education of
the City School District
of the City of New York

Date: February 24, 1984



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



Charles Hughes
President
Local 372
American Federation of State,
County and Municipal Employees
AFL-CIO

APPENDIX A

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
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- 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
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(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
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- 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
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(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

[52]

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.