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CONTRACT

for

COLLEGE OFFICE ASSISTANTS A and B
COLLEGE SECRETARIAL ASSISTANTS A and B
COLLEGE ADMINISTRATIVE ASSISTANTS

JULY 1, 1974 to JUNE 30, 1976

X-6/76

COLLECTIVE BARGAINING AGREEMENT entered into this 6th day of January, 1974 by and between the City of New York and the Board of Higher Education of the City of New York (hereafter referred to jointly as the "Employer"), and Local 384, affiliated with District Council 37, American Federation of State, County and Municipal Employees, AFL-CIO (hereafter referred to as the "Union"), for the period from July 1, 1974 to June 30, 1976.

WITNESSETH:

WHEREAS, the parties hereto have entered into collective bargaining and desire to reduce the results thereof to writing.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - UNION RECOGNITION &
UNIT DESIGNATION

Section 1.

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the bargaining unit set forth below, consisting of employees of the Employer, wherever employed, whether full-time, part-time, per annum, hourly or per diem, in the below listed title(s), and in any successor title(s) that may be certified by the Board of Certification of the Office of Collective Bargaining to be part of the unit herein for which the Union is the exclusive collective bargaining representative:

COLLEGE OFFICE ASSISTANT A

COLLEGE OFFICE ASSISTANT B

COLLEGE SECRETARIAL ASSISTANT A

COLLEGE SECRETARIAL ASSISTANT B

COLLEGE ADMINISTRATIVE ASSISTANT

Section 2.

The terms "employee" and "employees" as used in this agreement shall mean only those persons in the unit described in Section 1 of this Article.

ARTICLE II - DUES CHECK-OFF

Section 1.

(a) The Union shall have the exclusive right to the checkoff and transmittal of dues in behalf of each employee in accordance with the Mayor's Executive Order No. 98, dated May 15, 1969 entitled "Regulations Regulating the Checkoff of Union Dues" and in accordance with the Mayor's Executive Order No. 99, dated May 15, 1969 entitled "Regulations Governing Procedures for Orderly Payroll Checkoff of Union Dues."

(b) Any employee may consent in writing to the authorization of the deduction of dues from his wages and to the designation of the Union as the recipient thereof. Such consent, if given, shall be in a proper form, acceptable to the City, which bears the signature of the employee.

Section 2.

To the extent permitted by applicable law, supplementary provisions dealing with irrevocable authorizations of dues deduction shall be negotiated by the parties.

Section 3.

The parties agree to an agency shop to the extent permitted by applicable law, the provisions of such to be negotiated and contained in a supplemental agreement to be annexed hereto.

ARTICLE III - SALARIES

Section 1.

(a) This Article III is subject to the provisions, terms and conditions of the Alternative Career and Salary Pay Plan Regulations, dated March 15, 1967 as amended to date, except that the specific terms and conditions of this Article shall supersede any provisions of such Regulations inconsistent with this agreement subject to the limitations of applicable provisions of law.

(b) All salary adjustment, including general increases, minimum and maximum salaries, advancement increases, lump sum payments, educational differentials and any other salary provisions of this agreement are based upon a normal work week of 35 hours. An employee who works on a part-time, per annum basis and who is eligible for any salary adjustment provided in this agreement shall receive the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such employee and the number of hours in the said normal work week.

ARTICLE III - Section 1. (continued)

(c) Employees who work on a per diem or hourly basis and who are eligible for any salary adjustment provided in this agreement shall receive the appropriate pro-rate portion of such salary adjustment computed as follows:

- Per diem rate - 1/261 of the appropriate minimum basic salary.
- Hourly rate - 35 hour week basis 1/1827 of the appropriate minimum basic salary.

(d) The maximum salary for a title shall not constitute a bar to the payment of any across the board salary increases or pay differentials provided for in this agreement but the said increase above the maximum shall not be deemed a promotion.

Section 2.

Effective on the date(s) set forth below, employees in the following title(s) shall receive the following specified salary adjustments and shall be subject to the following ranges:

<u>TITLE</u>	<u>EFFECTIVE DATES</u>		
	<u>July 1, 1974</u>	<u>March 1, 1975</u>	<u>July 1, 1975</u>
College Office Assistant A			
College Secretarial Assistant A			
General Increase	\$ 600	\$ 250	\$ 500
Minimum	7,800	8,050	8,550
Maximum	10,910	11,160	11,660

ARTICLE III - Section 2.

<u>TITLE</u>	<u>EFFECTIVE DATES</u>		
	<u>July 1, 1974</u>	A <u>March 1, 1975</u>	<u>July 1, 1975</u>
College Office Assistant B			
College Secretarial			
Assistant B			
General Increase	\$ 775		\$ 625
Minimum	9,375		10,000
Maximum	12,865		13,490
College Administrative			
Assistant			
General Increase	\$ 950		\$ 770
Minimum	11,050		11,820
Maximum	15,625		16,395

Section 3.

Each general increase provided herein, effective as of each indicated date, shall be applied to the rate in effect on the date immediately prior to such date. In the case of a promotion or other advancement to the indicated title on such date, such general increase shall not be applied, but the general increase, if any, provided to be effective as of such date for the title formerly occupied shall be applied.

Section 4.

In the case of an employee on leave of absence without pay the salary rate of such employee shall be changed to reflect the salary increases and adjustments granted effective on the dates specified.

Section 5.

An incumbent in a title included herein during the whole or any part of the period from July 1, 1974 through December 31, 1974

ARTICLE III - Section 5.

who fails to continue through January 1, 1975 as an incumbent of that or of another position in Employer service shall be ineligible to receive retroactively any adjustment or other benefit provided in this agreement for which he would otherwise be eligible.

However, such an incumbent who retired or was laid off for economy reasons prior to January 1, 1975 shall be eligible to receive such pro-rata adjustment or other benefit.

Section 6.

A person permanently employed by the Employer who is appointed or promoted on a permanent, provisional, or temporary basis in accordance with the Rules and Regulations of the New York City Civil Service Commission or, where the Rules and Regulations of the New York City Civil Service Commission are not applicable to a public employer, such other Rules or Regulations as are applicable to the public employer, without a break in service to any of the following title(s) from another title in the direct line of promotion or from another title in the Career and Salary Plan, the minimum rate of which is exceeded by at least 8 percent by the minimum rate of the title to which appointed or promoted, shall receive upon the date of such appointment or promotion either the minimum basic salary for the title to which such appointment or promotion is made, or the salary received or receivable in the lower title plus the specified advancement increase, whichever is greater:

ARTICLE III - Section 6 (continued)

<u>TITLE</u>	<u>ADVANCEMENT INCREASE</u>	
	<u>JULY 1, 1974</u>	<u>JULY 1, 1975</u>
College Office Assistant B	\$475	\$500
College Secretarial Assistant B	475	500
College Administrative Assistant	550	575

Section 7. Cost-of-Living Adjustment Clause

If the Consumer Price Index for Urban Wage Earners and Clerical Workers, New York, N.Y., Northeastern New Jersey, Base Year 1967=100, when published by the Bureau of Labor Statistics, U.S. Department of Labor, for March 1976 exceeds the Index for June, 1975 the Employer shall pay, effective April 1, 1976 a per annum cost-of-living adjustment consisting of the product of multiplying twenty-one dollars (\$21) times each full four-tenths (0.4) of a point increase in the Index.

Any such cost-of-living adjustment shall not become part of the basic wage rate but the adjustment effective April 1, 1976 shall be included in computing pay for straight time, (including all time in full pay status) overtime, shift differential and holiday premium.

In addition, if the Index published for September, 1975 exceeds the Index for June, 1975 the Employer shall pay at the time the April 1, 1976 adjustment hereinabove described is implemented, a lump sum covering the period October 1, 1975 to March 31, 1976 and consisting of one-half of the product of

ARTICLE III - Section 7. (continued)

multiplying twenty-one dollars (\$21) times each full four-tenths (0.4) of a point increase in the Index, with the added proviso that the amount of such lump sum shall be rounded to the next higher digit of ten dollars (\$10).

The above is applicable only to full time per annum employees covered by this agreement whose regular work week is 35 hours or greater.

For full time per annum employees who regularly work a thirty (30) hour work week, adjustments and lump sums shall be paid consistent with the foregoing but computed at the rate of eighteen dollars (\$18) per annum for each full four-tenths (0.4) of a point increase in the Index.

For per diem, per session, part time per annum and hourly employees, adjustments and lump sums shall be paid consistent with the foregoing but computed at the rate of one cent per pay hour for each full four-tenths (0.4) of a point increase in the Index.

Employees who have been at less than full pay status during the entire period from October 1, 1975 to the date of implementation of the April 1, 1976 adjustment shall have their lump sum payments by reason of the October 1, 1975 to March 31, 1976 period and the back pay by reason of the April 1, 1976 adjustment reduced proportionate to the time for which they were not on a full pay status.

ARTICLE III

Section 8.

(a) Effective July 1, 1974 an assignment differential in the pro-rated annual amount of \$300 shall be provided for persons employed in a class of positions of College Office Assistant A, or College Secretarial Assistant A who are assigned on a full-time basis to the preparation, reconciliation, certification and/or auditing of payrolls of Board of Higher Education personnel, in the office title of Payroll Clerk or Payroll Examiner, as determined by the Chancellor.

(b) Effective July 1, 1974 an assignment differential in the pro-rated annual amount of \$400 shall be provided for persons employed in a class of positions of College Office Assistant B or College Secretarial Assistant B who are assigned on a full-time basis to the preparation, reconciliation, certification and/or auditing of payrolls of Board of Higher Education personnel, in the office title of Payroll Clerk or Payroll Examiner, as determined by the Chancellor.

Section 9. New Equipment

An assignment differential in the prorated annual amount of \$500 shall be provided for persons employed in the title College Office Assistant A or College Secretarial Assistant A who are assigned on a full time basis as an operator of equipment involved in the microfilming process, (including photography of documents, the processing of film, jacket filler, reprinting of the film, storage of the prints and editing) or assigned full time as input terminal operators in the entry and/or retrieval of data by means of on-line

ARTICLE III - Section 9. (continued)

devices such as CRT, electric typewriter data entry terminals, or Mosler Slectriever. This pay differential shall be effective on the date the affected employees are first assigned on a full-time basis to the above described equipment, including any required period of training, and shall be continued during the period of such assignment. In the event an affected employee is removed for any reason from such assignment, including failure to satisfactorily complete a required training course or failure to perform satisfactorily, this assignment differential shall be discontinued.

Effective 7/1/75 employees in titles contained in this contract shall not be assigned on a full-time basis, to the duties described in this section, however, employees in titles covered by this agreement assigned to such duties prior to 7/1/75 may continue to perform such duties. Effective 7/1/75 the full-time performance of the duties described in this section shall be performed by employees in titles which may be established specifically for such purposes except as provided in the preceding paragraph.

The parties agree that any title created to perform the duties of this section will be independent of the staffing patterns required by Section 6 of the appendix to this contract.

ARTICLE IV - WELFARE FUND

In accord with the election by the Union pursuant to the provisions of Article XIII of the 1973-1976 City-Wide Contract between the City of New York and District Council 37, AFSCME, AFL-CIO or its successor contracts, the Welfare Fund provisions of that City-Wide Contract or its successors shall apply to employees covered by this agreement.

ARTICLE V - PRODUCTIVITY & PERFORMANCE

Introduction

Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the Employer and the Union. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities. To achieve and maintain a high level of effectiveness, the parties hereby agree to the following terms:

Section 1. Performance Levels

(a) The Union recognizes the Employer's right under the New York City Collective Bargaining Law to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures may be used to determine acceptable performance levels, prepare work schedules and to measure the performance of each employee or group of employees. For the purposes of this Section, the Union may, under

ARTICLE V - Section 1.a (continued)

Section 1173-4.3b of the New York City Collective Bargaining Law, assert to the Employer and/or the Board of Collective Bargaining during the term of this agreement that the Employer's decisions on the foregoing matters have a practical impact on employees, within the meaning of the Board of Collective Bargaining's Decision No. B-9-68. The Employer will give the Union prior notice of the establishment and/or revision of performance standards or norms hereunder.

(b) Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable law.

Section 2. Supervisory Responsibility

(a) The Union recognizes the Employer's right under the New York City Collective Bargaining Law to establish and/or revise standards for supervisory responsibility in achieving and maintaining performance levels of supervised employees for employees in supervisory positions listed in Article I, Section 1 of this agreement. For the purposes of this Section, the Union may, under Section 1173-4.3b of the New York City Collective Bargaining Law assert to the Employer and/or the Board of Collective Bargaining during the term of this agreement that the Employer's decisions on the foregoing matters have a practical impact on employees, within the meaning of the Board of Collective Bargaining's Decision No. B-9-68. The Employer will give the Union prior notice of the establishment and/or revision

ARTICLE V - Section 2(a) (continued)

of standards for supervisory responsibility hereunder.

(b) Employees who fail to meet such standards may be subject to disciplinary measures in accordance with applicable law.

ARTICLE VI- JOINT COMMITTEE ON PRODUCTIVITY

WHEREAS, because of inflationary trends in the nation's economy, the City, as employer, has determined that it is necessary to provide substantial wage and benefit adjustments provided herein, and

WHEREAS, these same inflationary trends likewise affect the City Budget and

WHEREAS, both the Union and the Employer recognize and agree that City's taxpayers are entitled to the most economical operations and services available.

In order to implement the foregoing objectives, the signatories to this agreement will participate in a City-Wide Productivity Program. In the development thereof a City Wide Productivity Program Council will be established consisting of an equal number of representatives from management and the unions. The First Deputy Mayor will be management's chief representative and serve as chairperson of the Council. This Council, in order to aid the Department's Labor-Management Productivity Committee will determine the scope of the program.

ARTICLE VI (continued)

The Department's Joint Committee shall consist of two designees of the Department and two designees of the Union. The Joint Committee shall aid in the determination of its scope of activity by making recommendations to the City-Wide Productivity Council.

In the event that the City-Wide Productivity Council is unable to resolve a dispute, such dispute may be referred to an arbitration process which shall be created by the City-Wide Productivity Council.

ARTICLE VII - GRIEVANCE PROCEDURE

Section 1.

Definition: The term "grievance" shall mean:

- (A) A dispute concerning the application or interpretation of the terms of this collective bargaining agreement;
- (B) A claimed violation, misinterpretation or mis-application of the rules or regulations, written policy or orders applicable to the Board of Higher Education affecting the terms and conditions of employment; provided, disputes involving the Rules and Regulations of the New York City Civil Service Commission shall not be subject to the grievance procedure or arbitration.

ARTICLE VII - Section 1. (continued)

- (C) A claimed assignment of employees to duties substantially different from those stated in their job specifications;
- (D) A claimed improper holding of an open competitive rather than a promotional examination; and
- (E) A claimed wrongful disciplinary action taken against a permanent employee covered by Section 75 (1) of the Civil Service Law or a permanent competitive employee covered by the By Laws of the Board of Higher Education upon whom the Chancellor or College President has served written charges of incompetency or misconduct while the employee is serving in his permanent title or which affects his permanent status.

Section 2. The Grievance Procedure, except for paragraphs (D) and (E) of Section 1, shall be as follows:

Step I - The employee and/or the Union shall present the grievance verbally or in the form of a memorandum to the person designated for such purpose by the Chancellor or College President no later than 120 days after the date on which the grievance arose. The employee may also request an appointment to discuss the grievance. The person designated by the Employer to hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall reply in writing by the end of the fifth work day following the date of submission.

Step II. - An appeal from an unsatisfactory decision at Step I, shall be presented in writing to the Chancellor's designated representative who shall not be the same person designated in Step I. The appeal must

ARTICLE VII - Section 2. (continued)

be made within five (5) working days of the receipt of the Step I decision. The Chancellor's designated representative, shall meet with the employee and/or the Union for review of the grievance and shall issue a decision in writing by the end of the tenth work day following the date on which the appeal was filed.

Step III. - An appeal from an unsatisfactory decision at Step II shall be presented by the employee and/or the Union to the City Director of Labor Relations, in writing within ten (10) working days of the receipt of the Step II decision. Copies of such appeal shall be sent to the Chancellor's designated representative. The City Director of Labor Relations or his designee, shall review all appeals from Step II decisions and shall answer such appeals within ten (10) working days following the date on which the appeal was filed.

Step IV. - An appeal from an unsatisfactory decision at Step III may be brought solely by the Union to the Office of Collective Bargaining for impartial arbitration within fifteen (15) working days of receipt of the Step III decision. In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a "grievance". The Employer shall commence such arbitration by submitting a written request therefor to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to each of the other parties concerned. The arbitration shall be conducted in accord with the Consolidated Rules of the Office of Collective Bargaining. The costs and fees of such arbitration shall be borne equally by the Union and the

ARTICLE VII - Section 2. (continued)

Employer. The decision or award of the arbitrator shall be final and binding in accord with applicable law and shall not add to, subtract from or modify any contract, rule, regulation, written policy or order mentioned in Section 1 of this Article.

Section 3.

As a condition to the right of the Union to invoke impartial arbitration set forth in this Article, including the arbitration of a grievance involving a claimed improper holding of an open-competitive rather than a promotional examination, the employee or employees and the Union shall be required to file with the Director of the Office of Collective Bargaining a written waiver of the right, if any, of the employee or employees and the Union to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

Section 4

(a) In any case involving a grievance under Section 1E of this Article, the following procedure shall govern upon service of written charges of incompetency or misconduct:

Step A. - Following the service of written charges, a conference with such employee shall be held with respect to such charges by the person designated by the Chancellor or College President to review a grievance at Step I of the Grievance Procedure set forth in this agreement. The employee may be represented at such conference by a representative of the Union. The person designated by the

ARTICLE VII - Section 4. (continued)

Chancellor or College President to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a decision in writing by the end of the fifth day following the date of the conference.

If the employee is satisfied with the decision in Step A. above, he may choose to accept such decision as an alternative to and in lieu of a decision made pursuant to the procedures provided for in Section 75 of the Civil Service Law, or the By Laws of the Board of Higher Education. As a condition of accepting such decision, the employee shall sign a waiver of his right to the procedures available to him under Sections 75 and 76 of the Civil Service Law or the By Laws of the Board of Higher Education.

Step B(i) - If the employee is not satisfied with the decision at Step A. above, then the Employer shall proceed in accordance with the disciplinary procedures set forth in the Bylaws of the Board of Higher Education.

As an alternative, the Union with the consent of the employee may choose to proceed in accord with the Grievance Procedure set forth in this agreement, including the right to proceed to binding arbitration pursuant to Step IV of such Grievance Procedure. As a condition for submitting the matter to the grievance procedure the employee and the Union shall file a written waiver of the right to utilize the procedures available to the employee pursuant to Sections 75 and 76 of the Civil Service Law or the By Laws of the Board of Higher Education or any other administrative or judicial tribunal, except for the purpose of enforcing an arbitrator's award, if any. Notwithstanding such waiver, the period of an employee's suspension without pay pending hearing and determination

ARTICLE VII - Section 4 (continued)

of charges shall not exceed thirty (30) days.

ii) - If the election is made to proceed pursuant to the grievance procedure, an appeal from the decision of Step A. above, shall be made to the Chancellor or his designated representative. The appeal must be made in writing within five(5) working days of the receipt of the decision. The Chancellor or his representative shall meet with the employee and the Union for review of the grievance and shall issue a written reply to the employee and the Union by the end of the tenth working day following the day on which the appeal was filed. The Chancellor or his representative shall have the power to impose the discipline, if any, decided upon, up to and including termination of the accused employee's employment. In the event of such termination or suspension without pay totalling more than thirty (30) days, the Union with the consent of the grievant may elect to skip Step C of this Section and proceed directly to Step D.

Step C - If the grievant is not satisfied with the decision of the Chancellor's designated representative, the grievant or the Union may appeal to the City Director of Labor Relations in writing within ten (10) days of the decision of the agency head or his designated representative. The City Director of Labor Relations shall issue a written reply to the grievant and the Union within ten (10) working days.

ARTICLE VII - Section 4 (continued)

Step D. - If the grievant is not satisfied with the decision of the City Director of Labor Relations, the Union with the consent of the grievant may proceed to arbitration pursuant to the procedures set forth in Step IV of the Grievance Procedure set forth in this agreement.

Section 5.

Any grievance of a general nature affecting a large group of employees and which concerns the claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of this agreement shall be filed at the option of the Union at Step II of the Grievance Procedure, without resort to previous steps.

Section 6.

If a decision satisfactory to the Union at any level of the grievance procedure is not implemented within a reasonable time, the Union may re-institute the original grievance at Step III of the grievance procedure; or if a satisfactory Step III decision has not been so implemented, the Union may institute a grievance concerning such failure to implement at Step IV of the Grievance Procedure.

Section 7.

If the Employer exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or the Union may

ARTICLE VII - Section 7. (continued)

invoke the next step of the procedure, except, however, that only the Union may invoke impartial arbitration under Step IV.

Section 8.

The Employer shall notify the Union in writing of all grievances filed by employees, all grievance hearings, and all determinations. The Union shall have the right to have a representative present at any grievance hearing and shall be given forty-eight (48) hours' notice of all grievance hearings.

Section 9.

Each of the steps in the grievance procedure, as well as time limits prescribed at each step of this grievance procedure, may be waived by mutual agreement of the parties.

Section 10.

(a) Any grievance relating to a claimed improper holding of an open-competitive rather than a promotional examination shall be presented in writing by the employee or the Union representative to the City Director of Labor Relations not later than thirty (30) days after the notice of intention to conduct such open-competitive examination, or copy of the appointing officer's request for such open-competitive examination, as the case may be, has been posted in accordance with Section 51 of the Civil Service Law. The grievance shall be considered and passed upon within ten (10) days after its presentation. The decision shall be in writing, copies of which shall be transmitted to both parties to the grievance upon issuance.

(b) A grievance relating to the use of an open-competitive rather than a promotional examination which is unresolved by the City Director of Labor Relations may be brought to impartial arbitration as provided in Section 2 and 3 above. Such a grievance shall be presented by the Union, in writing for arbitration within 15 days of the presentation of such grievance to the City Director of Labor Relations, and the arbitrator shall decide such grievance within 75 days of its presentation to him. The party requesting such arbitration shall send a copy of such request to the other party. The costs and fees of such arbitration shall be borne equally by the Employer and the Union.

Section 11.

The grievance and the arbitration procedure contained in this agreement shall be the exclusive remedy for the resolution of disputes defined as "grievances" herein. This shall not be interpreted to preclude either party from enforcing the arbitrator's award in court. This Section shall not be construed in any manner to limit the statutory rights and obligations of the Employer under Article XIV of the Civil Service Law.

Section 12.

Notwithstanding any other provision in this contract, the parties agree that Section 1 (c) of this grievance procedure shall be available to any person in the unit designated in Section 1 of Article II herein who claims to be aggrieved by an alleged assignment of any classified Board of Higher Education employee, whether within or

ARTICLE VII - Section 12 (continued)

without such unit, to clerical-administrative duties that are substantially different from the duties stated in the job specification for the title held by such employee. Light duty assignments of permanent classified Board of Higher Education employees, within or without such designated unit, who have been certified by the appropriate procedures, shall be excluded from this provision. Such grievance may be taken directly to the arbitration step of the grievance procedure upon the election of the Union.

ARTICLE VIII - BULLETIN BOARDS: EMPLOYER FACILITES

The Union may post notices on bulletin boards in places and locations where notices usually are posted by the Employer for the employees to read. All notices shall be on Union stationery, and shall be used only to notify employees of matters pertaining to Union affairs. Upon request to the responsible official in charge of a work location, the Union may use Employer premises for

ARTICLE VIII (continued)

meetings during employees' lunch hours, subject to availability of appropriate space and provided such meetings do not interfere with Employer business.

ARTICLE IX - NO STRIKES

In accord with the New York City Collective Bargaining Law, as amended, neither the Union nor any employee shall induce or engage in any strikes, slowdowns, work stoppages, mass absenteeism, or induce any mass resignations during the term of this agreement.

ARTICLE X - CITY-WIDE ISSUES

The provisions of the contract negotiated between the City of New York and the Union representing the majority of employees of the Career and Salary Plan of the City of New York generally referred to as the City-Wide Contract, shall apply to employees, except where specifically superseded by this contract.

ARTICLE XI - LABOR-MANAGEMENT COMMITTEE

Section 1.

The Employer and the Union, having recognized that cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a single labor-management committee, in The Board of Higher Education for all employees represented by District Council 37 affiliates other than those covered by Section 220 of the Labor Law.

Section 2.

The labor-management committee shall consider and recommend to the Chancellor changes in the working conditions of

ARTICLE XI - Section 2 (continued),

the employees within the Board of Higher Education.

Section 3.

The labor-management committee shall consist of Ten members who shall serve for the term of this agreement. The Union shall designate five members and the Chancellor or his representative shall designate five members. Vacancies shall be filled by the appointing party for the balance of the term to be served. Each member may designate one alternate. The committee shall select a chairperson from among its members at each meeting. The chairperson of the committee shall alternate between the members designated by the Chancellor and the members designated by the Union. The committee shall make its recommendations to the Chancellor in writing.

Section 4.

The labor-management committee shall meet monthly except during July and August at the call of either the Union members or the Employer members at times mutually agreeable to both parties. Minutes shall be kept and copies supplied to all members of a committee.

ARTICLE XII - APPENDICES

The Appendix or Appendices, if any, attached hereto and initialled by the undersigned shall be deemed a part of this collective bargaining agreement as if fully set forth herein.

ARTICLE XIII - SAVINGS CLAUSE

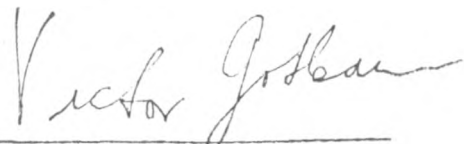
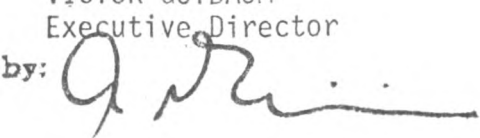
In the event that any provision of this agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this agreement.

WHEREFORE, we have hereunto set our hands and seals this _____ day of _____

CITY OF NEW YORK AND
RELATED PUBLIC EMPLOYERS
AS DEFINED HEREIN

DISTRICT COUNCIL 37,
A.F.S.C.M.E., AFL-CIO

BY _____
JOHN T BURNELL
City Director of
Labor Relations

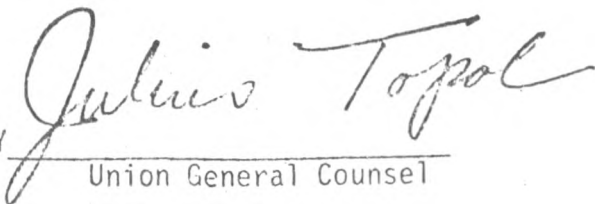
BY 
VICTOR GOTBAUM
Executive Director
by: 

BOARD OF HIGHER EDUCATION

BY _____

APPROVED AS TO FORM:

BY _____
City Corporation Counsel

BY 
Union General Counsel

-A-
APPENDICES

Section 1. - EARLY DISMISSALS DUE TO HEAT

For the period from the first Monday after the last scheduled commencement in City University through Labor Day (with the exception of registration or examination days), when at 2:00 p.m., the temperature for New York City and vicinity is reported by telephone call to the weather information service of the New York Telephone Company as 92 degrees or higher, employees in non-air-conditioned offices who cannot be accommodated in air-conditioned offices shall be released from work at 3:00 p.m., without charge to leave. This applies only to employees working in non-air-conditioned offices.

Section 2. - EMERGENCY CLOSING

"Emergency closings" shall be defined as authorized cancellation of classes due to weather, transportation, or other major emergencies. The Employer and the Union recognize that during such periods there is a responsibility to maintain service to the extent possible. Once each year, each personnel officer will establish a minimum number of employees needed for emergency service and such employees shall be notified. Compensatory time off for the number of hours worked will be granted to those who meet the the emergency need, such time to be approved by the personnel officer and to be scheduled during the academic year in which the emergency occurs. Members of the staff not on emergency assignment will have their absences excused. Each personnel officer may suspend this provision if the required minimum is not maintained.

Section 3. - HEALTH AND HOSPITALIZATION BENEFITS

Employees shall continue to be covered by the New York City Health Insurance Program.

Section 4. - EDUCATIONAL OPPORTUNITIES

Employees covered by this agreement may be exempted from the payment of tuition fees, for courses offered at colleges or units of the City University, pursuant to the following conditions:

- a) Each employee, to qualify for tuition fee exemption must
 - a. be a full time employee, and
 - b. have served full time for at least six months prior to the first day of classes, and
 - c. meet the academic requirements for the course. (It is not necessary for the employee to be matriculated for a degree; the employee may be a non-matriculated student).
- b) Tuition fee exemption may be offered for courses which are
 - a. entrance condition courses required to matriculate for associate or baccalaureate degree programs, or are
 - b. in an associate degree program, or are
 - c. in a baccalaureate degree program, or are
 - d. in a graduate degree program (not to exceed six credits per semester)
- c) Exemption from payment of tuition fees shall not apply to adult education courses or to other courses supported solely by fees except as provided herein.
- d) Exemption from payment of tuition fees does not include exemption from payment of non-instructional fees.
- e) Selected employees who are recommended by their supervisor for training in stenography, typing, and other special work skills, after consultation with the administrative head of the Division in which the course is offered, may be exempt from payment of tuition for fees for such courses.
- f) Other conditions of tuition fee exemption;
 - i. There must be an available vacancy in the course at the time of enrollment and such enrollment shall not be used to determine if the course is to be given.
 - ii. The course may not be taken during the employee's working hours.

iii. An employee may choose to take a course during his/her lunch hour which is designated as the period between the hours of 11:45 a.m. and 2:15 p.m. provided that when an employee elects to take a course during the lunch hour he/she will automatically be charged, at the beginning of the semester, at the rate of 15 minutes of annual leave per contact hour. Therefore, on a semester basis, an employee will be charged one-half (1/2) day of annual leave for each classroom period per week (a classroom period is not to exceed sixty (60) minutes). If at the end of the semester, the employee can reasonably demonstrate to his/her personnel officer that the time charged was not used, all such time will be restored to the employee's annual leave balance.

g. The controlling factors in the availability of the educational opportunities described above shall continue to be time in employment, availability of courses, work schedules, and selection.

Section 5. - REST PERIODS

As scheduled by the supervisor, and approved by the Vice Chancellor for Faculty and Staff Relations, a rest period of fifteen (15) minutes per day, sometimes referred to as a "coffee break", shall be instituted at those colleges or in those offices where there is no provision for such breaks. However, it shall be understood that in those instances where employees do not take advantage of the rest period or where on rare occasions, the work of an office does not permit the regular rest period, the employee shall not be permitted to leave earlier or to add such time to annual leave.

Section 6. - GITTLESON POSITIONS

Not more than forty (40) per centum of the total in the three (3) groups shall be employed in Group I (College Office and Secretarial Assistant A) and not less than fifteen (15) per centum of the said total shall be employed in Group III (College Administrative Assistant).

6

Section 7. - ANNUAL LEAVE

Employees covered by this agreement, employed prior to January 1, 1957, who presently accrue annual leave at the rate of 30 work days per annum shall continue to accrue annual leave at this rate, unless and until the rate provided in the contract referred to in Article X of this agreement exceeds 30 days, at which time the provisions of such contract shall prevail.

Section 8. - HOLIDAYS

An annual holiday allowance which guarantees sixteen (16) holidays per annum (July 1 - June 30) to each employee shall be continued. These shall be Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, the day before Christmas, Christmas Day, the day before New Year's Day, New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, and two (2) unscheduled holidays.

A holiday schedule will be published annually by May 1st. An additional unscheduled holiday shall be granted for any of the above named holidays which fall on Saturday or Sunday, which are not regularly scheduled work days, and are not observed on a work day. Unscheduled holidays may be used through October 31st following accrual.

It is agreed that there shall be no increase in this holiday allowance unless and until the holiday allowance as provided in the contract referred to in Article III of this Agreement shall exceed sixteen (16) holidays, at which time the provisions of such contract shall prevail.

If a college closes on Good Friday during the duration of this agreement and an employee has to his credit at least one unscheduled holiday, prior to the closing, such unscheduled holiday will be charged for that closing. If the employee has used both of the unscheduled days prior to a Good Friday closing, he shall suffer no loss of any benefit or accrual.