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AGREEMENT

between

THE BOARD OF EDUCATION

of the

**CITY SCHOOL DISTRICT OF THE
CITY OF NEW YORK**

and

**COUNCIL OF SUPERVISORS
AND ADMINISTRATORS**

OF THE CITY OF NEW YORK

**LOCAL 1, AMERICAN FEDERATION
OF SCHOOL ADMINISTRATORS, AFL-CIO**



OCTOBER 1, 1984 - SEPTEMBER 30, 1987

JUN 11 1986

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PREAMBLE

Meeting the educational needs of the children of New York City demands the maximum cooperation of all concerned. The Board of Education and the Council of Supervisors and Administrators therefore pledge that their joint efforts will be dedicated to the achievement of the standard of educational excellence that all pupils deserve and that the community has a right to expect.

AGREEMENT MADE AND ENTERED INTO AS OF THE 1st day of October, 1984, 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 COUNCIL OF SUPERVISORS AND ADMINISTRATORS OF THE CITY OF NEW YORK, LOCAL 1, AMERICAN FEDERATION OF SCHOOL ADMINISTRATORS, AFL-CIO (hereinafter referred to as "CSA").

WHEREAS, CSA has submitted satisfactory evidence that it represents a majority of supervisory employees in the titles covered by this Agreement; and

WHEREAS, CSA is therefore deemed to be the exclusive collective bargaining representative for all supervisory employees covered by this Agreement; and

WHEREAS, an agreement entered into by and between the parties on October 1, 1982, by its terms will expire on October 1, 1984; and

WHEREAS, pursuant to the provisions of the Public Employees Fair Employment Law, the Board and its designated representatives have met with representatives of CSA and fully discussed with them the terms and conditions of employment affecting the supervisory employees covered by this Agreement;

NOW, THEREFORE, it is agreed as follows:

ARTICLE I — RECOGNITION

The Board recognizes the CSA as the exclusive bargaining representative of all employees of the Board serving by appointment or assignment under license or other pedagogical certification in pedagogical supervisory or administrative positions in schools, bureaus, districts or central offices and receiving the salary established for such position, excluding managerial and confidential employees in these titles designated as managerial or confidential under the procedures established by the Taylor Law or by agreement of the parties.

Art I A, B

Those in the supervisory and administrative positions described above are employees in the following titles and in similar titles established hereafter during the term of this Agreement.

A. School Supervisors

Assistant Principal in Day Elementary Schools
Assistant Principal in Junior High Schools (Administration)
Assistant Principal in Junior High Schools (Supervision)
Assistant Principal in Intermediate and Junior High Schools
(Teacher Trainer)
Assistant Principal in Elementary, Intermediate and Junior High Schools
Assistant Principal in School for the Deaf
Assistant Principal in Academic High Schools (Administration)
Assistant Principal in Vocational High Schools (Administration) and
Day High Schools (Administration)
Assistant Principal in Day Academic and Vocational High Schools
(Supervision)
Assistant Principal Administration and Supervision —
Special Education — in Day High Schools
Assistant Principal in Special Education Schools
Junior Principal, Junior Principal of School for Socially Maladjusted and
Emotionally Disturbed Children, Junior Principal of a (400) School and
of a School for Children with Retarded Mental Development
(Ages 17-21 years)
Principal of Elementary Schools
Principal of School for the Deaf
Principal of Junior High Schools
Principal of Day High Schools
Principal of Day Academic and Vocational High Schools
Principal of Youth and Adult Center
Principal of Independent Alternative High Schools

B. Other Supervisors

Director of Administration — Division of High Schools
Director of All Day Neighborhood School Program
Director of Art
Director of Attendance
Director of Audio Visual Instruction
Director of Auxiliary Services
Director of Broadcasting

Director, Bureau of Child Guidance
Director of the Bureau of Children with Retarded Mental Development
Director of Business Education
Director of Community Education Centers
Director of Continuing Education
Director of Cooperative Education
Director of Division of Special Education and Pupil Personnel Services
Director of Early Childhood Education
Director of Education of the Physically Handicapped
(other than visually or acoustically handicapped)
Director of the Education of the Visually Handicapped
Director of Education of Socially Maladjusted Children
Director of Education Staff Recruitment
Director of Elementary School Reading Clinics
Director of English
Director of Foreign Languages
Director of Guidance
Director of Health and Physical Education
Director of Hearing Handicapped
Director of Home Economics
Director of Industrial Arts
Director of In-Service-Training
Director of Mathematics
Director of Media and Telecommunications
Director of Music
Director of School Library Service
Director of School Plant Planning (Educational Facilities)
Director of Science
Director of Social Studies
Director of Special Events and Projects
Director of Specially Funded Programs-Bureau of Supplies
Director of Speech Improvement
Director of Trade and Technical Subjects
Director of Zoning
Assistant Administrative Director
Assistant Director of Administrative & Budgetary Research
Assistant Director of Art
Assistant Director of Audio Visual Instruction
Assistant Director of Audio Visual Instruction (Technical Operations)
Assistant Director of Auxiliary Services

Art I B

Assistant Director of Broadcasting (Programming and Production)
Assistant Director of Broadcasting (Technical Operations)
Assistant Director, Bureau of Child Guidance
Assistant Director of Business Education
Assistant Director of Classes for Children with Retarded
Mental Development
Assistant Director of Community Education
Assistant Director of Curriculum Research
Assistant Director of Early Childhood Education
Assistant Director of Education of the Physically Handicapped
(other than visually or acoustically handicapped)
Assistant Director of Education of Socially Maladjusted Children
(Junior Guidance Classes Program — Clinical)
Assistant Director of Education of Socially Maladjusted Children
(Junior Guidance Classes Program — Educational)
Assistant Director of the Education of the Visually Handicapped
Assistant Director of Educational Program Research and Statistics
Assistant Director of Educational Research
Assistant Director of English
Assistant Director of English for Pupils Learning English as a
Second Language
Assistant Director of Foreign Languages
Assistant Director of Guidance (Educational and Vocational)
Assistant Director of Hearing Handicapped
Assistant Director of Health and Physical Education
Assistant Director of Home Economics
Assistant Director of Industrial Arts
Assistant Director of In-Service Training
Assistant Director of Mathematics
Assistant Director of Music
Assistant Director of Related Technical Subjects in the
Vocational High Schools
Assistant Director of School Library Service
Assistant Director of Science
Assistant Director of Social Studies
Assistant Director of Speech Improvement
Assistant Director of Trade Subjects for Boys in the
Vocational High Schools
Assistant Director of Trade Subjects for Girls in the
Vocational High Schools
Supervisor of Art

Supervisor of Audio Visual Instruction
Supervisor of Bi-Lingual Education
Supervisor of Bi-Lingual Teachers in School and Community Relations
Supervisor of Classes for Children with Retarded Mental Development
Supervisor of Classes for the Emotionally Disturbed
Supervisor of Early Childhood Education
Supervisor of Education of Physically Handicapped
(other than visually or hearing handicapped)
Supervisor of Education of Visually Handicapped
Supervisor of Guidance (Educational and Vocational)
Supervisor of Health and Physical Education
Supervisor of Hearing Handicapped
Supervisor of Home Economics
Supervisor of Industrial Arts
Supervisor of Industrial Arts and Handicrafts for
Physically Handicapped
Supervisor of Motion Picture Production
Supervisor of Music
Supervisor of Program Production: Instructional Radio
Supervisor of Program Production: Instructional Television
Supervisor of Continuing Education
Supervisor of School Gardening
Supervisor of School Library Service
Supervisor of Special Education
Supervisor of Speech Improvement
Administrator of a Bureau of Child Guidance Center
Borough Guidance Coordinator (Educational and Vocational) and/or
Supervisor of Guidance (E&V)
Divisional Administrative Assistant
Divisional Administrative Assistant Assigned to Office of Counsel
Assistant Director of Attendance
Chief Attendance Officer
Division Supervising Attendance Officer
District Supervising Attendance Officer
Editor of Curriculum Publications
Coordinator of Curriculum Periodicals
Chief School Psychologist
Chief School Psychiatric Social Worker
Educational Facilities Standards Coordinator
Assistant Coordinator of Adult Education

Art I C,D

C. School Psychiatrists

Chief School Psychiatrist
School Psychiatrist

D. Education Administrators

Employees in Levels IV, III, II, and supervisory employees in Level I of the Education Administrator title series.

<u>License Title</u>	<u>Compensation Level</u>
Assistant Examiner School Personnel Instruction Specialist	I, II
Curriculum Development and Coordination Instruction Specialist	I, II
Educational Research, Evaluation and Program Planning — Instruction Specialist	I, II
Funded Programs Management Instruction Specialist	I, II
Pupil Personnel Supportive Services Instruction Specialist	I, II
Senior Assistant Examiner School Personnel Instruction Specialist	III, IV
Senior Curriculum Development and Coordination Instruction Specialist	III, IV
Senior Educational Research, Evaluation and Program Planning — Instruction Specialist	III, IV
Senior Funded Programs Management Instruction Specialist	III, IV
Senior Pupil Personnel Supportive Services Instruction Specialist	III, IV
Senior Staff Development and Training Instruction Specialist	III, IV
Senior Subject Area Instructional Program Management Specialist	III, IV
Special Education Program Specialist	I, II
Staff Development and Training Instruction Specialist	I, II
Subject Area Instructional Program Management Specialist	I, II

E. Per Session Supervisors

All those employed as per session supervisors.

The employees in these titles are herein referred to variously as "employee" or "employees", "supervisor" or "supervisors" or by title.

It is understood that all collective bargaining is to be conducted at Board headquarters level.

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

ARTICLE II — FAIR PRACTICES

- A. CSA agrees that it will continue to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status and that CSA will continue to represent equally all employees without regard to membership or participation in, or association with the activities of, any employee organization.
- B. 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.
- C. The Board agrees that it will not require any supervisor to complete an oath or affirmation of loyalty unless such requirement is established by law.

ARTICLE III — SALARIES AND WELFARE BENEFITS

A. Salaries

The salaries for supervisors and the eligibility requirements therefor are as follows:

- 1. A supervisor shall be paid effective the date of proper assignment or appointment at the first step of the salary schedule in effect on that date, except that when the first step is an amount less than or equal to the supervisor's prior salary (excluding supervisory longevity increments), the supervisor shall be placed at the next step higher than the prior salary. If a

Art III A 1,2, Art III A Sec 1

supervisor is newly assigned or appointed to a position with a salary schedule identical to that of the supervisor's prior position, no step increment shall be granted.

2. A properly assigned or appointed supervisor shall advance to each next succeeding step in the supervisor's salary schedule upon completion of each year of paid service in that schedule.

SECTION I

* Salary schedules do not include longevity payments.
Longevity increments:

Principals and Directors

	<u>RATES EFFECTIVE</u>		
	<u>Oct. 1, 1984</u>	<u>Oct. 1, 1985</u>	<u>Oct. 1, 1986*</u>
5-14 years	\$1,532	\$1,605	\$1,692
15 years +	2,680	2,807	2,960

Intermediate Supervisors (All other listed titles in Sections I and II below)

	<u>RATES EFFECTIVE</u>		
	<u>Oct. 1, 1984</u>	<u>Oct. 1, 1985</u>	<u>Oct. 1, 1986</u>
5-14 years	\$1,534	\$1,623	\$1,718
15 years +	2,682	2,840	3,005

Principal of Day High Schools, Principal of Day Academic and Vocational High Schools:

Year of service as principal of day high schools	RATES EFFECTIVE		
	Oct. 1, 1984	Oct. 1, 1985	Oct. 1, 1986*
1	\$51,248	\$54,177	\$57,105
2	52,519	55,520	58,521
3	53,798	56,872	59,946
4	55,075	58,222	61,369
5	55,075	58,222	61,369

Principal of Junior High Schools, Principal of Intermediate Schools:

Year of service as principal of intermediate or junior high schools	RATES EFFECTIVE		
	Oct. 1, 1984	Oct. 1, 1985	Oct. 1, 1986*
1	\$48,600	\$51,377	\$54,155
2	49,097	51,902	54,708
3	49,596	52,430	55,264
4	50,093	52,956	55,818
5	50,592	53,483	56,374

Principal of Elementary Schools, Junior Principal, Junior Principal of School for Socially Maladjusted and Emotionally Disturbed Children, Junior Principal of a "400" School and of a School for Children with Retarded Mental Development (Ages 17-21 years) and Principal of Independent Alternative High School:

Year of service as such	RATES EFFECTIVE		
	Oct. 1, 1984	Oct. 1, 1985	Oct. 1, 1986*
1	\$45,195	\$47,778	\$50,360
2	45,694	48,305	50,916
3	46,190	48,829	51,468
4	46,687	49,355	52,023
5	47,185	49,881	52,577

Art III A Sec 1

Assistant Principal (Supervision) in Day Academic and Vocational High Schools:

Year of service as such	RATES EFFECTIVE		
	Oct. 1, 1984	Oct. 1, 1985	Oct. 1, 1986*
1	\$39,307	\$41,769	\$44,679
2	39,905	42,389	45,292
3	40,503	43,010	45,903

Note: Assistant Principal (Supervision) — Agriculture shall be paid under this schedule with the addition of 10% to the rate of each salary step herein.

Assistant Principal in Academic High Schools (Administration), Vocational High Schools (Administration) and Day High Schools (Administration) and Assistant Principal Administration and Supervision-Special Education — in Day High Schools:

Year of service as such	RATES EFFECTIVE		
	Oct. 1, 1984	Oct. 1, 1985	Oct. 1, 1986*
1	\$39,307	\$41,769	\$44,679
2	39,905	42,389	45,292
3	40,503	43,010	45,903

Assistant Principal in Day Elementary and Intermediate and Junior High Schools, Assistant Principal (Supervision) in Intermediate and in Junior High Schools, Assistant Principal in Intermediate and Junior High Schools (Teacher-Trainer), Assistant Principal in Elementary, Intermediate and Junior High Schools, and Assistant Principal in Special Education Schools:

Year of service as such	RATES EFFECTIVE		
	Oct. 1, 1984	Oct. 1, 1985	Oct. 1, 1986*
1	\$39,307	\$41,769	\$44,679
2	39,905	42,389	45,292
3	40,503	43,010	45,903

Note: An assistant principal assigned to service in a school for socially mal-adjusted and emotionally disturbed children, shall receive additional

compensation at the rate of \$600 per annum during continuance of 4 such assignments by the Board of Education upon recommendation of the Chancellor.

Principal of Youth and Adult Center:

Year of service as such	<u>RATES EFFECTIVE</u>		
	Oct. 1, 1984	Oct. 1, 1985	Oct. 1, 1986*
1	\$41,199	\$43,553	\$45,907
2	41,582	43,958	46,334
3	41,964	44,362	46,760
4	42,347	44,766	47,186
5	42,729	45,170	47,612

Chief Attendance Officer:

Year of service as such	<u>RATES EFFECTIVE</u>		
	Oct. 1, 1984	Oct. 1, 1985	Oct. 1, 1986*
1	\$49,940	\$53,068	\$56,765
2	50,926	54,106	57,828
3	51,906	55,133	58,884
4	52,013	55,233	58,948
5	52,013	55,233	58,948

Division Supervising Attendance Officer:

Year of service as division supervising attendance officer	<u>RATES EFFECTIVE</u>		
	Oct. 1, 1984	Oct. 1, 1985	Oct. 1, 1986*
1	\$45,230	\$48,062	\$51,411
2	45,720	48,575	51,930
3	46,207	49,084	52,445
4	46,696	49,595	52,961
5	47,185	50,106	53,476

Art III A Sec 1

District Supervising Attendance Officer:

Year of service as district supervising attendance officer	<u>RATES EFFECTIVE</u>		
	<u>Oct. 1, 1984</u>	<u>Oct. 1, 1985</u>	<u>Oct. 1, 1986*</u>
1	\$39,307	\$41,769	\$44,679
2	39,905	42,389	45,292
3	40,503	43,010	45,903

Principal of School for the Deaf:

Year of service as principal of elementary or junior high school or school for the deaf	<u>RATES EFFECTIVE</u>		
	<u>Oct. 1, 1984</u>	<u>Oct. 1, 1985</u>	<u>Oct. 1, 1986*</u>
1	\$49,366	\$52,187	\$55,008
2	49,865	52,714	55,563
3	50,362	53,240	56,118
4	50,859	53,765	56,671
5	51,357	54,291	57,226

Assistant to Principal in School for the Deaf and Chairman of Department
in Junior High Schools:

Year of service as assistant to principal in school for the deaf or as chairman of department in junior high schools	<u>RATES EFFECTIVE</u>		
	<u>Oct. 1, 1984</u>	<u>Oct. 1, 1985</u>	<u>Oct. 1, 1986*</u>
1	\$40,073	\$42,583	\$45,550
2	40,670	43,203	46,161
3	41,267	43,822	46,769

SECTION II

	Year of Service	RATES EFFECTIVE		
		Oct. 1, 1984	Oct. 1, 1985	Oct. 1, 1986*
Director of Administration—Division of High Schools	1	\$46,045	\$48,676	\$51,307
Director of All Day Neighborhood School Program	2	47,780	50,511	53,241
Director of Art	3	49,519	52,349	55,178
	4	51,255	54,184	57,112
Director of Attendance	1	\$53,995	\$57,081	\$60,166
	2	55,075	58,222	61,369
	3	55,075	58,222	61,369
	4	55,075	58,222	61,369
Director of Audio-Visual Instruction	1	\$46,045	\$48,676	\$51,307
	2	47,780	50,511	53,241
	3	49,519	52,349	55,178
	4	51,255	54,184	57,112
Director of Auxiliary Services	1	\$53,995	\$57,081	\$60,166
	2	55,075	58,222	61,369
	3	55,075	58,222	61,369
	4	55,075	58,222	61,369
Director of Broadcasting	1	\$47,574	\$50,293	\$53,012
	2	49,310	52,128	54,946
	3	51,051	53,968	56,885
	4	52,787	55,803	58,819

Art III A Sec II

RATES EFFECTIVE

	<u>Year of Service</u>	<u>Oct. 1, 1984</u>	<u>Oct. 1, 1985</u>	<u>Oct. 1, 1986*</u>
Director, Bureau of Child Guidance	1	\$53,995	\$57,081	\$60,166
	2	55,075	58,222	61,369
	3	55,075	58,222	61,369
	4	55,075	58,222	61,369
Director of Bureau of Children with Retarded Mental Development				
Director of Business Education				
Director of Community Education Centers				
Director of Cooperative Education				
Director of Division of Special Education and Pupil Personnel Services				
Director of Early Childhood Education				
Director of the Education of the Physically Handicapped (other than visually or acoustically handicapped)	1	\$46,045	\$48,676	\$51,307
Director of Education of Socially Maladjusted Children	2	47,780	50,511	53,241
Director of Education of Visually Handicapped	3	49,519	52,349	55,178
Director of Educational Staff Recruitment	4	51,255	54,184	57,112
Director of Elementary School Reading Clinics				
Director of English				
Director of Foreign Languages				
Director of Guidance				
Director of Health and Physical Education				
Director of Hearing Handicapped				
Director of Home Economics				
Director of Industrial Arts				

Art III A Sec II

Director of In-Service Training	{ 1	\$37,058	\$39,175	\$41,293
	2	38,796	41,013	43,230
	3	40,532	42,848	45,164
	4	42,271	44,686	47,102

Director of Media and Telecommunications (See Director of Attendance)

Director of Mathematics	}	1	\$46,045	\$48,676	\$51,307
Director of Music					
Director of School Library Service					
Director of School Plant Planning (Educational Facilities)					
Director of Science					
Director of Social Studies					
Director of Special Events and Projects	4	51,255	54,184	57,112	

Director of Specially Funded Programs—Bureau of Supplies	{ 1	\$37,563	\$39,709	\$41,856
	2	39,302	41,547	43,793
	3	41,038	43,383	45,728
	4	42,775	45,219	47,663

Director of Speech Improvement	}	1	\$46,045	\$48,676	\$51,307				
						2	47,780	50,511	53,241
						3	49,519	52,349	55,178
						4	51,255	54,184	57,112
Director of Trade and Technical Subjects									
Director of Zoning									

Chief School Psychiatric Social Worker and Chief School Psychologist	{ 1	\$40,885	\$43,445	\$46,472
	2	42,617	45,278	48,393
	3	44,343	47,100	50,304
	4	46,067	48,918	52,209

Art III A Sec II

	Year of Service	RATES EFFECTIVE						
		Oct. 1, 1984	Oct. 1, 1985	Oct. 1, 1986*				
Assistant Administrative Director	1	\$38,871	\$41,305	\$44,183				
	2	40,601	43,137	46,105				
	3	42,330	44,962	48,021				
	4	44,055	46,782	49,929				
Assistant Director of Administrative & Budgetary Research	1	\$40,885	\$43,445	\$46,472				
Assistant Director of Art					2	42,617	45,278	48,393
Assistant Director of Audio-Visual Instruction					3	44,343	47,100	50,304
Assistant Director of Audio-Visual Instruction (Technical Operations)					4	46,067	48,918	52,209
Assistant Director of Broadcasting (Programming and Production)	1	\$47,459	\$50,431	\$53,945				
Assistant Director of Broadcasting (Technical Operations)					2	49,187	52,258	55,854
Assistant Director of Auxiliary Services					3	50,911	54,076	57,756
Assistant Director, Bureau of Child Guidance					4	52,632	55,890	59,650
Assistant Director of Business Education	1	\$40,885	\$43,445	\$46,472				
Assistant Director of Classes for Children with Retarded Mental Development					2	42,617	45,278	48,393
Assistant Director of Community Education					3	44,343	47,100	50,304
					4	46,067	48,918	52,209

Assistant Director of Curriculum Research				
Assistant Director of Early Childhood Education				
Assistant Director of Education of the Physically Handicapped (other than visually or acoustically handicapped)				
Assistant Director of Education of Socially Maladjusted Children (Junior Guidance Classes Program—Clinical)				
Assistant Director of Education of Socially Maladjusted Children (Junior Guidance Classes Program—Educational)	1	\$40,885	\$43,445	\$46,472
Assistant Director of Educational Program Research and Statistics	2	42,617	45,278	48,393
Assistant Director of Educational Research	3	44,343	47,100	50,304
Assistant Director of English	4	46,067	48,918	52,209
Assistant Director of English for Pupils Learning English as a Second Language				
Assistant Director of Foreign Language				
Assistant Director of Guidance (Educational and Vocational)				
Assistant Director of Health and Physical Education				
Assistant Director of Hearing Handicapped				
Assistant Director of Home Economics				
Assistant Director of Industrial Arts				
Assistant Director of In-Service Training	1	\$35,484	\$37,706	\$40,334
	2	37,219	39,543	42,263
	3	38,945	41,366	44,181
	4	40,672	43,190	46,095

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	Year of Service	RATES EFFECTIVE		
		Oct. 1, 1984	Oct. 1, 1985	Oct. 1, 1986*
Assistant Director of Mathematics	1	\$40,885	\$43,445	\$46,472
Assistant Director of Music				
Assistant Director of Related Technical Subjects in the Vocational High Schools				
Assistant Director of School Library Service				
Assistant Director of Science				
Assistant Director of Social Studies				
Assistant Director of Speech Improvement				
Assistant Director of Trade Subjects for Boys in the Vocational High Schools				
Assistant Director of Trade Subjects for Girls in the Vocational High Schools	2	42,617	45,278	48,393
Assistant Director of Education of Visually Handicapped				
Assistant Director of Attendance				
Assistant Director of Attendance				
Assistant Director of Attendance	3	50,911	54,076	57,756
Assistant Director of Attendance				
Assistant Director of Attendance				
Assistant Director of Attendance				
Assistant Director of Attendance	4	52,632	55,890	59,650
Assistant Director of Attendance				
Assistant Director of Attendance				
Assistant Director of Attendance				
Supervisor of Art	1	\$35,095	\$37,292	\$39,891
Supervisor of Audio-Visual Instruction				
Supervisor of Bi-Lingual Education				
Supervisor of Bi-Lingual Teachers in School and Community Relations				
Supervisor of Classes for Children with Retarded Mental Development	2	36,773	39,069	41,757
Supervisor of Classes for Children with Retarded Mental Development				
Supervisor of Classes for Children with Retarded Mental Development				
Supervisor of Classes for Children with Retarded Mental Development				
Supervisor of Classes for Children with Retarded Mental Development	3	38,600	40,999	43,789
Supervisor of Classes for Children with Retarded Mental Development				
Supervisor of Classes for Children with Retarded Mental Development				
Supervisor of Classes for Children with Retarded Mental Development				
Supervisor of Classes for Children with Retarded Mental Development	4	40,503	43,010	45,903
Supervisor of Classes for Children with Retarded Mental Development				
Supervisor of Classes for Children with Retarded Mental Development				
Supervisor of Classes for Children with Retarded Mental Development				

Supervisor of Classes for Emotionally Disturbed	}				
Supervisor of Early Childhood Education		1	\$35,095	\$37,292	\$39,891
Supervisor of Education of Acoustically Handicapped		2	36,773	39,069	41,757
Supervisor of Education of Physically Handicapped (other than visually or acoustically handicapped)		3	38,600	40,999	43,789
Supervisor of Education of Visually Handicapped		4	40,503	43,010	45,903

Supervisor of Guidance (Educational and Vocational) ... (See Borough Guidance Coordinator)

Supervisor of Health and Physical Education	}				
Supervisor of Hearing Handicapped					
Supervisor of Home Economics					
Supervisor of Industrial Arts					
Supervisor of Industrial Arts and Handicrafts for Physically Handicapped					
Supervisor of Motion Picture Production		1	\$35,095	\$37,292	\$39,891
Supervisor of Music		2	36,773	39,069	41,757
Supervisor of Program Production: Instructional Radio		3	38,600	40,999	43,789
Supervisor of Program Production: Instructional Television		4	40,503	43,010	45,903
Supervisor of Continuing Education					
Supervisor of School Gardening					
Supervisor of School Library Service					
Supervisor of Special Education					
Supervisor of Speech Improvement					

	}	1	\$39,095	\$41,543	\$44,438
		2	40,824	43,373	46,358
Administrator of a Bureau of Child Guidance Center ...		3	42,550	45,195	48,270
		4	44,276	47,017	50,180

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	Year of Service	RATES EFFECTIVE			
		Oct. 1, 1984	Oct. 1, 1985	Oct. 1, 1986*	
Borough Guidance Coordinator (Educational and Vocational) and/or Supervisor of Guidance (Educational and Vocational)	1	\$37,055	\$39,376	\$42,119	
	2	38,787	41,209	44,044	
	3	40,514	43,033	45,961	
	4	42,242	44,856	47,874	
Divisional Administrative Assistant	1	\$41,329	\$43,917	\$46,977	
	2	43,059	45,747	48,895	
	3	44,788	47,573	50,809	
	4	46,512	49,391	52,713	
Editor of Curriculum Publications	}	1	\$37,055	\$39,376	\$42,119
Coordinator of Curriculum Periodicals		2	38,787	41,209	44,044
Supervisor of School Psychologists and Supervisor of School Social Workers		3	40,514	43,033	45,961
		4	42,242	44,856	47,874
Educational Facilities Standards Coordinator	}	1	\$29,152	\$30,978	\$33,136
		2	30,670	32,585	34,827
		3	32,184	34,185	36,511
		4	33,699	35,785	38,192

B. Longevity Increments

Effective October 1, 1984, or on such date thereafter as the requirements shall be met, additional compensation, known as "longevity increments" shall be paid to those employees eligible therefor pursuant to the conditions and at the rates set forth below. The gross annual salary rates of employees to whom said longevity increment is payable shall be computed by adding the sum provided per annum to the rates ascertained without consideration of said longevity increment. Longevity increments shall be payable as follows:

1. Principals and Directors at the maximum step of their salary schedule with five years of paid service as a supervisor but less than 15 years of paid service as a supervisor in the New York City public school system shall have their gross annual salary rates computed by adding the sum of \$1,532 (\$1,605 effective October 1, 1985; \$1,692 effective October 1, 1986) per annum to the rates ascertained without consideration of such longevity increment.
2. Employees at the maximum step of their salary schedule with 15 or more years of paid service as a supervisor in the New York City public school system shall have their gross annual salary rates computed by adding the sum of \$2,680 (\$2,807 effective October 1, 1985; \$2,690 effective October 1, 1986) per annum (inclusive of the longevity increment provided in paragraph 1 above) to the rates ascertained without consideration of such longevity increment.
3. Intermediate supervisors (all other titles listed in Sections I and II above) at the maximum step of their salary schedule with five years of paid service as a supervisor but less than 15 years of paid service as a supervisor in the New York City public school system shall have their gross annual salary rates computed by adding the sum of \$1,534 (\$1,623 effective October 1, 1985; \$1,718 effective October 1, 1986) per annum to the rates ascertained without consideration of such longevity increment.
4. Intermediate supervisors (all other titles listed in Section I and II above) at the maximum step of their salary schedule with 15 or more years of paid service as a supervisor in the New York City public school system shall have their gross annual salary rates computed by adding the sum of \$2,682 (\$2,840 effective October 1, 1985; \$3,005 effective October

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1, 1986) per annum (inclusive of the longevity increment provided in paragraph 3 above) to the rates ascertained without consideration of such longevity increment.

5. A longevity increment as provided in paragraphs 1, 2, 3 and 4 above when attained by an employee shall be retained in the case where he is serving in another title in the bargaining unit and in which he is not at the maximum salary step of his new schedule.

C. Welfare Benefits

1. Choice of Health Plans

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

2. Supplemental Benefits

The Board will provide funds effective October 1, 1984 at the rate of \$754 per year on a prorata basis per month on behalf of each supervisor for the purpose of making available for each supervisor supplemental welfare benefits under a plan to be devised and established jointly by representatives of the CSA and of the Board. Effective October 1, 1986 there shall be a one-time lump sum payment to the CSA Welfare Fund of \$25 per full-time employee.

*As of
th. 1
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Based
upon
Oct 1st
enrollment*

3. Supplemental Benefits for Retirees

The 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, 1984 \$185.00
- b. Eligible Employees separated from service October 1, 1982
Effective October 1, 1984 \$625.00
- c. Effective October 1, 1986 there shall be a one-time lump sum payment to the CSA Retiree Welfare Fund of \$25 per eligible employee separated from service after June 30, 1970.

4. Annuity Fund

- a. The Board shall contribute at the rate of \$550 per year to the Teachers' Retirement System to be credited monthly to the annuity account of each supervisor who is at the maximum step of his salary schedule.
- b. The Board will seek such legislation as may be necessary to provide for these annuity contributions. In the event that necessary enabling legislation is not enacted, the Board will pay monthly to each supervisor covered in the preceding paragraph the rate specified above.

ARTICLE IV — PENSION AND RETIREMENT PROGRAM

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

A. Last Year's Average Salary

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

B. New Pension Plan Benefits

1. Improved Pension Plan

a. Retirement Eligibility

A member may retire on completion of a minimum of 20 years of City service, benefit payments to be deferred until the date on which he would have completed 25 years of service if he had remained in

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the employ of the Board of Education, but not earlier than his attainment of age 55.

b. Benefits

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

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

C. Member's Contribution

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

D. Age 55 Revised Service Fraction Plan

1. Members who do not elect "Improved Pension Plan" may retire at age 55 regardless of years of service. Benefit payments become payable immediately upon retirement.
2. A retirement allowance consisting of an annuity based on the member's accumulated deductions at time of retirement, an ITHP pension based on ITHP accumulations at the time of retirement and a pension based on 1.2% of the final year's salary for each year of service rendered prior to July 1, 1970, and 1.53% of final year's salary for each year of service rendered subsequent to June 30, 1970.
3. Rates of contribution shall be the same as would be required under the existing 1% — age 55, 25 years of service retirement plan.

E. Increased-Take-Home-Pay

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

F. Vested Retirement Rights

Members of the Age 55 Revised Service Fraction Plan shall be eligible for deferred benefits after 15 years of accredited service, five of which must immediately precede discontinuance of service. The deferred retirement which vests immediately upon resignation shall become payable at age 55, providing the member has not withdrawn his accumulated contribution. At the time the deferred retirement allowance becomes payable, the member shall receive a retirement allowance consisting of (a) an annuity based on the member's accumulated deductions at time of retirement, (b) ITHP pension based on ITHP pension accumulations at retirement and, (c) a pension based on 1.2% of the final year's salary for each year of service rendered prior to July 1, 1970, and 1.53% of final year's salary for each year of service rendered subsequent to June 30, 1970.

G. Presumptive Retirement (Death Gamble)

The existing provisions of the Death Gamble Law will be applicable to members who die in service after having become eligible for service retirement under the plan elected by the member, if greater than the ordinary death benefit.

H. Ordinary Disability Retirement

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

I. Accidental Disability

Members who incur a service-connected disability shall be eligible to retire for accidental disability retirement regardless of service. The member shall be entitled to (a) a pension equal to three-fourth's (3/4) of the final five

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year average salary; (b) an annuity based on the member's accumulated deductions at retirement; and (c) a pension for Increased-Take-Home-Pay based on the member's ITHP accumulations at retirement.

J. Death Benefit

1. A person who dies before becoming eligible for retirement is entitled to the following benefits:
 - a. A member with less than ten years of City service: A benefit equal to (a) an amount equal to salary for the six month period immediately preceding death; (b) his accumulated deductions; and (c) his reserve for ITHP.
 - b. A member with at least ten but less than 20 years of City service: A benefit equal to (a) an amount equal to his salary for the 12 month period immediately preceding death; (b) his accumulated deductions; and (c) his reserve for ITHP.
 - c. A member with 20 years or more of City service: A benefit equal to (a) an amount equal to twice his final year's salary; (b) his accumulated deductions; and (c) his reserve for ITHP.

K. Additional Pension Items

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

1. Supervisors shall be entitled to credit for all teaching and supervisory service in New York City or elsewhere rendered before entry into the Teachers' Retirement System of the City of New York.
2. The Teachers' Retirement Board should be adequately staffed to provide prompt and efficient service.

ARTICLE V — WORK YEAR AND SCHOOL DAY

A. School Supervisors

The established work year for school supervisors shall be modified as follows:

1. School supervisors shall be in attendance on the four week days preceding the Wednesday before the opening of schools in September.

2. Non-tenured school supervisors shall also be in attendance for 26 hours of conference time during the school year. Such conference time shall be scheduled after the school day by the appropriate Community Superintendent or the appropriate Assistant Superintendent for High Schools.
3. The CSA pledges its full cooperation in the efforts of the Board of Education to improve professional development of supervisory personnel.

B. Headquarters and District Offices Supervisors

1. The work year for Directors, Assistant Directors, Assistant Administrative Directors and other employees in titles applicable to headquarters and district offices and school supervisors on assignment to headquarters and district offices shall commence on September 1 of each year and end on the following August 31.
2. Directors, Assistant Directors, Assistant Administrative Directors and other employees in titles applicable to headquarters and district offices shall be granted each work year 31 days vacation to be scheduled during the Christmas recess, the Easter recess, the summer vacation period and such other periods as can be arranged mutually with the bureau or office head.
3. School supervisors on assignment to district or headquarters offices shall have the same work year as that provided in the preceding paragraph for Directors.

C. Employees in the Title "Supervisor of"

The established work year for employees in the title "Supervisor of . . ." (Subject Area Supervisors, Special Area Supervisors and other supervisors in bureaus) shall be modified as follows:

The employee shall serve eight additional days to be scheduled for non-school days. In addition to the eight days, he may also be required to serve a week during the Christmas recess or the Easter recess or the summer vacation period.

D. School Day

The school day for supervisors serving in schools shall be 7 hours and 20 minutes inclusive of a duty-free lunch period. The additional time shall be used for supervisory and administrative functions in the school.

E. Training for New Intermediate Supervisors

The initial year of service for all new intermediate supervisors properly assigned or appointed on or after February 1, 1986, shall be modified to provide for five additional unpaid days of training. If the Board requires attendance on any or all of these five days prior to commencement of service, attendance during those days will be credited toward satisfying this requirement.

ARTICLE VI — SPECIAL WORKING CONDITIONS

A. Relief from Non-Supervisory Duties in Schools

Except in the case of emergency conditions, intermediate supervisors shall not be assigned on a continuous basis to non-supervisory duties in connection with lunchroom operations, yard and stairway patrol. The Board will make every effort to obtain budgetary funds adequate to insure that appropriate personnel will be provided to relieve supervisors of such routine non-supervisory duties as taking inventory of material, distribution of supplies and textbooks, messenger service and bus duties. This section does not preclude the assignment of intermediate supervisors to the supervisory responsibility of maintaining good order and discipline.

B. Subject Area Supervisor Assignments

A subject area supervisor whose assignment to a district or bureau office is terminated shall not be replaced in that subject area assignment by a person not licensed as a supervisor.

C. Per Session Employment of Supervisors

When supervisory positions in the Board of Education are created for Federal, State or City projects to be conducted outside of school hours, the following practices will prevail:

1. Positions in schools under the jurisdiction of community school districts:
 - a. Only members of the supervisory staff of the district concerned shall be eligible for assignment to the position, if qualified. If qualified supervisors are not available in the district after a full recruitment effort by the Community Superintendent, or if the position requires unique qualifications, the position may be filled with other qualified supervisors.

- b. When such position is limited to a single school site in which only teachers and children are to be supervised, supervisors in the school below the level of principal shall be given notice by the principal of such position and shall have priority of assignment to it.
 - c. When such position includes several school sites or requires the supervision of other supervisors, principals of the school sites involved shall be given notice of such position and have priority of assignment.
2. Positions under the jurisdiction of the Division of High Schools:
- a. Only members of the supervisory staff of the high school district shall be eligible for assignment to the position, if qualified. If qualified supervisors are not available in the high school district after a full recruitment effort by the Division of High Schools, or if the position requires unique qualifications, the position may be filled with other qualified supervisors.
 - b. When such position is limited to an individual school site in which only teachers and children are to be supervised, supervisors in the school below the level of principal shall be given notice by the principal of such position and shall have priority of assignment to it.
 - c. When such position includes several school sites or requires the supervision of other supervisors, principals of the schools involved shall be given notice of such position and have priority of assignment.
3. Positions under the jurisdiction of the Division of Special Education:
- a. When a position includes assignment to a site or sites under the jurisdiction of the Division of Special Education, only members of the supervisory staff of the Division of Special Education shall be eligible for assignment to the position, if qualified. If qualified supervisors from the Division of Special Education are not available after a full recruitment effort by the Division of Special Education, or if the position requires unique qualifications, the position may be filled by other qualified supervisors.
 - b. When a position includes assignment to a site or sites under the jurisdiction of a community school district, only members of the supervisory staff of the Division of Special Education or the com-

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munity district where a site is located shall be eligible for assignment to the position, if qualified. If qualified supervisors are not available from these groups after a full recruitment effort by the Division of Special Education, or if the position requires unique qualifications the position may be filled by other qualified supervisors.

4. Positions at central board headquarters and in district offices:

Only members of the supervisory staff, including education administrators, of the division or district which has jurisdiction over the position shall be eligible for assignment to the position, if qualified. If qualified supervisors from the division or district which has jurisdiction over the position are not available after a full recruitment effort by the division or district, or if the position requires unique qualifications, the position may be filled by other qualified supervisors, including education administrators.

5. Rates of Pay

The applicable rates for per session employment shall be:

	<u>Oct. 1, 1984</u>	<u>Oct. 1, 1985</u>	<u>Oct. 1, 1986</u>
Supervisor	\$22.72	\$23.80	\$25.10
Coordinator	23.69	24.82	26.17
General Assistant	21.79	22.83	24.07

The existing rate for any other per session title shall receive uncompounded increases as follows: 5% effective October 1, 1984
an additional 5% effective October 1, 1985
and an additional 6% effective October 1, 1986

D. Supervision of Training Positions

It is understood that the principal shall have general supervision of teacher-trainers assigned to a school and that other supervisors shall exercise direct supervision over such teacher-trainers.

E. Responsibility for Health Services

In order to relieve supervisors of the responsibility of making medical decisions, every effort will be made to insure that appropriate medical personnel are assigned or available to each school.

F. Teaching Exemptions for Assistant Principals (Supervision) in High Schools

Exemptions from teaching for Assistant Principals (Supervision) in the high schools shall be based upon the following guidelines:

1. A supervisor of a Department with 5-19 teachers including the supervisor shall teach three classes daily.
2. A supervisor of a Department with 20 or more teachers including the supervisor shall teach two classes daily.
3. A supervisor who is assigned two or more Departments or whose Department includes staff in a main building and an annex, shall receive an additional teaching exemption of five periods a week. For purposes of the additional teaching exemption for a supervisor with two or more Departments, a second Department is defined as one consisting of a minimum of five teachers, not including the supervisor, in an area having a significant and distinguishable difference in the nature of the instructional content being supervised.
4. In determining the numbers of teachers in a Department, each teacher supervised shall be counted as one teacher whether regular, probationer, substitute or out-of-license teacher. A Laboratory Assistant shall be counted as a teacher.
5. The Principal may in his discretion assign fewer teaching periods to an Assistant Principal (Supervision) in his school but not below a minimum of one teaching period per day, provided that the Principal requests and obtains approval for such assignment from the Assistant Superintendent for High Schools.
6. Stenographic services will be provided to high school Assistant Principals (Supervision) on the basis of one-half day per week of such services for each Assistant Principal (Supervision).

G. Professional Conferences

Supervisors shall be granted a maximum of four days per year excused absence with pay for the purpose of attendance at professional meetings or conferences. Such excused absence shall be approved by the immediate supervisor concerned if not inconsistent with the educational and supervisory needs of the bureau or school involved.

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H. Bureau Conferences

Except in unusual circumstances, bureau supervisors shall be permitted to attend one bureau meeting each month. Directors shall give five days notice of such meetings to Community Superintendents and permission to attend shall not be unreasonably withheld.

I. Use of Personal Cars

Supervisors, except those who work primarily in mid-town Manhattan, if given authorization to use their personal cars on official business in accordance with criteria, procedures and other requirements of generally applicable rules and regulations issued by the Chancellor, shall be reimbursed in accordance with the allowance established by the City Comptroller. It is understood that this provision is subject to the continuing budgetary authority of the Board to permit use of personal cars on official business.

J. Supervisor Files

Official supervisor files shall be maintained under the following circumstances:

1. No material derogatory to a supervisor's conduct, service, character or personality shall be placed in the files unless the supervisor has had an opportunity to read the material. The supervisor shall acknowledge that he has read such material by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its content. However, an incident which has not been reduced to writing within three months of its occurrence, exclusive of the summer vacation period, may not later be added to the file.
2. The supervisor shall have the right to answer any material filed and his answer shall be attached to the file copy.
3. Upon appropriate request by the supervisor, he shall be permitted to examine his files.
4. The supervisor shall be permitted to reproduce any material in his files.
5. Material will be removed from the files when a supervisor's claim that it is inaccurate or unfair is sustained.

K. Equipment Repair

The Board will make every effort to assure the expeditious maintenance and repair of educational equipment and office machines which are customarily utilized by supervisory personnel.

L. Telephone Service

The Board will make every effort to provide each supervisor with a telephone in his or her office.

M. Allocation of Funds

Subject to the policies established by the Community Superintendent and the Community School Board or the appropriate Assistant Superintendent for High Schools and the Central Board, expense budget funds allotted to a school may be allocated by the principal in such manner as to further the educational goals of the school.

ARTICLE VII — GENERAL BENEFITS

A. Reimbursement for Medical Expenses

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

B. Vacation Pay

1. Summer Vacation Pay

Summer vacation pay shall be prorated for the school year in which employees are properly assigned or appointed and for the school year in which their service ceases on the following basis: Employees who are properly assigned or appointed after the start of the school year and employees who are terminated, laid off, resign or retire on/or before the end of the school year shall receive vacation pay for the summer following their proper assignment or appointment or cessation of service as follows: one-tenth (1/10) of the amount of the vacation pay which would be payable for a full school year's service shall be paid for each month of service or major fraction thereof during the school year in which they are properly assigned or appointed or cease service except that service of less than a major fraction during the first month of proper

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assignment or appointment shall be credited for summer vacation pay. The prorating of summer vacation pay for the year in which employees are properly assigned or appointed and for the year in which their service ceases in accordance with this provision shall not diminish the employees' entitlement to any other benefit including health insurance and welfare coverage they would have received under the prior method of payment.

2. Vacation Pay Credit and Service Credit

The estate of a supervisor who dies during the term of this Agreement shall receive a prorata amount, based on the length of his employment during the entire school year of the vacation pay he would have received had he been employed during the entire school year. This section shall not apply to those supervisors who are presumed to have retired on the day immediately preceding their death pursuant to Section B 20-410 of the Administrative Code of the City of New York, as amended. A regularly appointed or properly assigned supervisor who has rendered actual service during any school year covered in part by leave of absence for maternity and child care shall be given credit for salary increment purposes for any prorata vacation pay received for such service.

C. Skin Test

The Department of Health of the City of New York, the Board and the CSA have agreed to the modification of present compulsory mass X-ray testing of supervisors as follows: Supervisors will be given a skin test. The skin test will be administered by the Department of Health. Where a skin test result proves to be positive, the Board may require an X-ray test. An enabling resolution to this effect was adopted by the Department of Health on May 6, 1962.

D. Requests for Medical Examination of Supervisors

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

E. Assistance in Assault Cases

1. All cases of assault suffered by supervisors in connection with their employment shall be reported by the immediate supervisor to the Executive Director for Personnel and to the Office of Legal Services.

2. The Office of Legal Services shall inform the assaulted supervisor immediately of his rights under the law and shall provide such information in a written document.
3. The Office of Legal Services shall notify the assaulted supervisor of its readiness to assist the supervisor. This assistance is intended to apply solely 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 supervisor in Family Court, the Board will reimburse the supervisor if he retains his own attorney for only one such appearance in an amount up to \$40.00.
5. The provisions of Chancellor's Memorandum No. 40 1982-83 entitled "Assistance to Staff in Matters Concerning Assaults" shall apply.

F. Pay During Military Service

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

G. Excuse for Selective Service Examination

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

H. Damage or Destruction of Property

1. Supervisors shall not be held responsible for loss within the school of school property or children's property when such loss is not the fault of the supervisor. This does not exonerate the supervisor from responsibility for school property in his charge.
2. The Board of Education will reimburse supervisors for loss or damage or destruction, while on duty in a school or district office, of personal property of a kind normally worn to or brought into a school or district office.

Supervisors 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.

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3. Reimbursement will be limited to a total of \$100 in any school year, when the supervisor has not been negligent, to the extent that such loss is not covered by insurance.
4. The term "personal property" shall not include cash. The terms "loss," "damage" and "destruction" shall not cover the effects of normal wear and tear and use.

I. Payment for Jury Duty

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

J. Summons, Discharge or Review

1. Whenever a supervisor is summoned to the Office of a Community Superintendent or to the Division of Personnel, or is required to participate in an interview for the record which may lead to disciplinary action, he shall be given forty-eight (48) hours notice and a statement of the reasons for the interview. These provisions shall not apply where an emergency is present or where considerations of confidentiality are involved. The supervisor shall be entitled to be accompanied by a representative who is employed by the city school system or by an employee of CSA who is not a lawyer, and he shall be informed of this right. However, where the Superintendent concerned or the Division of Personnel permits an attorney to represent any participant in the interview, the supervisor shall be entitled to be represented by an attorney. An interview which is not held in accordance with these conditions shall not be considered a part of the supervisor's personnel file or record and neither the fact of the interview nor any statements made at the interview may be used in any subsequent Board proceeding involving the supervisor. It is understood that informal conferences, such as those between a Community Superintendent and a supervisor or the Division of Personnel and a supervisor, for professional improvement, may be conducted off the record and shall not be included in the employee's personnel file or record.
2. Supervisors on probation shall be entitled to the review procedures before the Chancellor as prescribed in Section 5.3.4 of the Bylaws of the Board of Education.

3. The following procedures shall apply to the dismissal of a supervisor who has completed one calendar year of service in his assignment and is not, or has not been, required by law to serve a probationary period:

- a. The Community Board or the appropriate City Board official shall, at the time of dismissal, submit to the supervisor in writing a notice of dismissal together with a statement of reasons.
- b. The supervisor may appeal his dismissal by submitting to the Chancellor a written notice of appeal no later than ten days after receiving the notice of his dismissal. The notice of appeal to the Chancellor shall contain an answer to the statement of reasons.
- c. The Chancellor shall, within ten days after receipt of the notice of appeal, designate a committee to hear the appeal. The hearing shall be held as promptly as possible following the designation of the committee. The supervisor shall receive written notice of the time and place of the hearing by mail at least one week before the date of the hearing. The notice shall inform the supervisor that he is entitled to appear in person, to be accompanied and advised by any person of his choice, to be confronted by witnesses, to call witnesses and to introduce any relevant evidence.

The attendance of an advisor or witness who is an employee of the Board of Education shall not be deemed absence from official duty, but such persons shall not absent themselves from school duty except pursuant to such rules as the Chancellor shall prescribe. No person in the employ of the Board of Education shall request or accept directly or indirectly any remuneration or other consideration for service as advisor or witness. A record tape or disc shall be kept of the proceedings where practicable in the form of a recording. In the event that sound recording is not available or breaks down, minutes shall be taken of the proceedings and said minutes shall be available to the supervisor upon reasonable written notice and upon payment to the Board of Education of fifty cents a folio. The supervisor shall be entitled to examine exhibits and, in addition, shall be entitled to receive a duplicate of the sound recording discs or tapes of the proceedings at cost.

- d. The committee shall review the matter and submit its findings to the Chancellor within 20 days of the hearing.

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- e. The Chancellor shall make the final decision on the appeal for the Board of Education within 20 days of receipt of the committee's findings.

K. Withdrawal of Resignation and Subsequent Reappointment

1. Requests for withdrawal of resignation on the part of supervisors who attained permanent tenure prior to their resignation shall be effectuated, subject only to medical examination and the approval of the Chancellor, provided that application for such withdrawal of resignation is made on or before the opening of school in September next following five years after the effective date of resignation. In all other cases of withdrawal of resignation, the requirements of Section 255 of the Board of Education Bylaws shall continue in effect.
2. Supervisors who resign and subsequently are reappointed shall be placed in the salary step at which they were at the time of resignation and shall be given the sick leave "bank" and sabbatical leave rights which they held at the time of resignation.

L. Excessing Rules

The following excessing rules shall be adhered to:

Rule 1. Intermediate supervisors who were properly assigned or appointed on or after August 1, 1981, and all principals have no citywide seniority rights. Rights to placement are limited to the district in which the supervisor is serving at the time of excessing. All other supervisors have citywide seniority rights. For purposes of these excessing rules, the term "intermediate supervisor" shall mean any person serving by appointment or proper assignment as: assistant principal, education administrator-instruction specialist, assistant administrative director and supervisor of a subject area.

Rule 2. Within the school, the supervisor with the latest date of proper assignment/appointment within the tenure area will be the first to be excessed. Within the district office, the supervisor with the latest date of proper assignment/appointment within the license will be the first to be excessed from the office. If there is no vacancy within the district in the tenure area, the supervisor with the latest date of proper assignment/

appointment within that tenure area will be the first to be excessed from the district.

Rule 3. Within a central bureau or central organizational unit, the supervisor serving in a central headquarters license with the latest date of proper assignment/appointment within the license will be the first to be excessed from the unit. If there is no vacancy within central headquarters in the appropriate tenure area, the supervisor with the latest date of proper assignment/appointment serving within that tenure area will be the first to be excessed from central headquarters.

Rule 4. Supervisors in excess in a school unit or district office under the jurisdiction of a community school board must be placed in vacancies within the district to the fullest degree possible. If no vacancy exists within the specific license, the supervisor must be placed in a vacancy within the appropriate tenure area in the community school district. For school units, districts or bureaus under the jurisdiction of the Chancellor, supervisors in excess in a school or bureau must be placed in appropriate vacancies in license within the district or central office. If no vacancy exists within the specific license, the supervisor must be placed in a vacancy in the appropriate tenure area under the jurisdiction of the Chancellor. Supervisors may be placed in other vacancies if deemed appropriate by the Division of Personnel in consultation with the CSA.

Rule 5. All leave-of-absence time for which salary credit is granted will not affect the earliest date of appointment/proper assignment for purposes of excessing. All other leave-of-absence time without pay or time lost because of resignation and subsequent reappointment/proper reassignment will affect the earliest date of appointment/proper assignment.

Rule 6. To minimize movement of personnel, excessed supervisors may be assigned when no other vacancies exist in the district, within the district to appropriate openings within license or tenure area resulting from leaves of absence without pay or sabbatical leaves.

Rule 7. The Chancellor has the responsibility for placing supervisors with city-wide seniority rights who are excessed from a district, and who cannot be accommodated by their own district, or who are excessed from a central bureau or central organizational unit,

Art VII L Rules 7-9, M

if vacancies exist within the tenure area in the City, subject to budgetary limitations. The supervisor will be placed, where possible, in a vacancy within the specific license area. Where possible, the wishes of the supervisor will be taken into account in his placement by the Chancellor.

Rule 8. An intermediate supervisor who has been excessed from a school in a district to another school in the same district may request an opportunity to return to the school from which he has been excessed if within a year a vacancy should occur in his license in that school. Such a request will have priority over any other transfer or appointment/assignment to that vacancy.

Rule 9. An intermediate supervisor properly assigned or appointed prior to August 1, 1981 who has been excessed from a district may request an opportunity to return to the district from which he was excessed if within a year a vacancy should occur in the license area. The Community Superintendent of a district in which an excessed supervisor has been placed shall have one opportunity within two years from the date of excess to request the return of the excessed supervisor to a vacancy in license in the district from which he was excessed. The return of an excessed supervisor to a vacancy in the original district shall have priority over any other transfer or assignment to that vacancy, except as provided in Rule 8.

If an excess condition causes a layoff of staff in any licensed position, the provision of law will be followed to determine the staff member to be laid off, without fault and delinquency with the understanding that said member of staff is to be placed on a preferred list.

M. Medical Report and Review

The report of the Medical Bureau on an employee who was called for medical examination shall, upon written request of the employee, be sent to the employee's physician within 25 days after the examination. Upon the employee's request to the Medical Bureau, his physician shall have the right to examine his medical file.

An employee shall have the right to an independent evaluation by a medical arbitrator selected from rotating panels of doctors to be selected by mutual agreement of the Board and the Union in conjunction with the New York

Academy of Medicine if the finding of the Medical Bureau to the Chancellor has resulted in:

1. Placement of the employee on a leave of absence without pay for more than one month; or
2. Termination of the employee's services; or
3. A recommendation for disability retirement; or
4. A denial of a leave with or without pay for more than one month.

A request for an independent evaluation of the finding of the Medical Bureau shall be submitted in writing by the employee to the Division of Personnel within ten school days of receipt of notice from the Division of Personnel that he has been placed on leave of absence without pay for more than one month, or that his services have been terminated, or that he has been recommended for disability retirement, or that he has been denied a leave with or without pay for more than one month. The medical arbitrator shall examine the employee and consult with the employee's physician and the Board's physician. The arbitrator's authority shall be limited to determining the medical aspects of the claim. The arbitrator's decision shall be rendered within ten days after he has examined the employee, and if made within his authority under this Agreement shall be accepted as final and binding by the Board and the employee.

The fee of the medical arbitrator shall be shared equally by the Board and the employee.

N. Information to CSA

List of vacancies and any lists which may be established by the Division of Personnel showing seniority of supervisors for purposes of implementing provisions of this Agreement relating to transfer shall be made available to CSA. In individual cases relating to transfer, specific information as to seniority will be made available to CSA.

ARTICLE VIII — LEAVES OF ABSENCE AND SICK LEAVE

A. Leaves of Absence Without Pay

1. Leaves of Absence Without Pay

Leaves of absence without pay shall be granted upon application to supervisors on regular appointment or proper assignment for the following purposes:

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- a. Study related to the supervisor's license field.
- b. Study to meet eligibility requirements for a license other than that held by the supervisor.
- c. Acceptance of a supervisory or teaching position in a foreign country for one year, with such leave renewable for an additional year. Such position shall be sponsored or approved by the Government of the United States.
- d. Acceptance of a teaching or supervisory position in the City University or a college of the University of the State of New York for one year with such leave renewable for one year.

The Board will recommend to the Teachers' Retirement Board the granting of retirement credit for the duration of the aforesaid leaves. "Urgent needs" of the school to which the supervisor is assigned may be asserted by the Board as justifying a temporary denial of any application for leave without pay.

2. Leaves of Absence for CSA Officers

Supervisors who are officers of the CSA or who are appointed to its staff shall, upon proper application, be given a leave of absence without pay during the 1984-85, 1985-86 and the 1986-87 school years for the purpose of performing legitimate duties for the CSA. Supervisors given leaves of absence without pay shall receive credit toward annual salary increments on the schedules appropriate to their rank. The Board agrees to recommend to the Teachers' Retirement Board that the time spent on leave of absence pursuant to this section be granted as service credit for retirement purposes and that the supervisors receiving such leave of absence be permitted to pay regular monthly contributions based upon their earnable salaries as members of the supervisory staff for the period of such leave.

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

B. Cumulative Absence Reserve and Sick Leave

1. Supervisors on regular appointment or proper assignment shall be granted absence refunds for illness on application, without a statement from a physician for a total of no more than ten days in any school year. Supervisors will be allowed to use three of such ten days of sick

leave for personal business provided that reasonable advance notice is given to the head of the school.

2. A supervisor on regular appointment or proper assignment who has exhausted his cumulative sick leave may borrow up to 20 days of additional sick leave. However, in order to assure that borrowed sick leave is repaid, the employee may be requested to sign an appropriate document prepared by the Board acknowledging a legal obligation to pay upon the cessation of service or commencement of a leave for more than one year.
3. Sick leave privileges shall extend to the taking of annual physical checkups or the taking of annual laboratory tests. Such absences shall be limited to one day in each school year.
4. Supervisors on regular appointment or proper assignment called to military duty will be credited upon their return with the same sick leave allowance for the period of their military service as they would have been entitled to in school service.
5. Supervisors serving in schools, or while on official duty on field assignments, shall not suffer loss of sick bank days for absence due to illness from the following children's diseases: rubeola (measles), epidemic parotitis (mumps), and varicella (chicken pox). It is understood that this paragraph does not apply to rubella (german measles).
6. Supervisors on regular appointment or proper assignment reinstated after retirement will be credited with the cumulative reserves remaining to their credit upon retirement.
7. Employees of the Board of Higher Education who transfer as regularly appointed or properly assigned supervisors to the Board shall have their cumulative reserves transferred and credited to them, but not in excess of the maximum number of days creditable in this system.
8. Supervisors who resign or retire shall, upon application, receive termination pay on the basis of one-half of up to 200 days of unused sick leave accumulated after September 1967. Only those supervisors who retire at the end of the school term shall be permitted, upon application, to receive termination pay on the basis of one-half of up to 200 days of their total accumulated sick leave.

If the resignation or retirement becomes effective at any time other than the end of a school year, sick leave for the period of service dur-

Art VIII B 8, C 1-3 a

ing that school year shall be paid at the rate of one day for each two full months of service. The estate of a supervisor who dies during the term of this Agreement shall receive termination pay calculated on the same basis. This paragraph shall not apply to those supervisors who are presumed to have retired on the day immediately preceding their death pursuant to Section B20-410 of the Administrative Code of the City of New York as amended. Absence for illness after September 1, 1967, will be charged on a day for day basis to any unused sick leave accumulated prior to September 1, 1967.

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

C. Sabbatical Leaves of Absence, Retirement-Leave-in-Lieu-of-Sabbaticals and Lump Sum Payments for Retirement-Leave-in-Lieu-of-Sabbaticals

1. Supervisors on sabbatical leave of absence shall receive compensation at the rate of sixty (60) percent of the supervisor's regular salary. The sabbatical leave pay of supervisors who receive a bonus shall be based upon their annual salary and the amount of the annual bonus received.
- 2a. Supervisors who become eligible for a sabbatical leave on or after October 1, 1972, shall make application for such leave within three years of the date on which they become eligible.
If application is not made within the time limit specified in the preceding paragraph, or after the application is approved and the leave is not taken as approved, such sabbatical leave privilege will be forfeited.
- 2b. An application for a sabbatical leave made within the prescribed three year period as provided in subparagraph (a) above will be granted to an eligible applicant in accordance with Section 106, Subsection 9, of the Bylaws of the Board of Education and applicable regulations.
3. Supervisors who are eligible for payment of retirement benefits immediately upon retirement will be entitled to leave-in-lieu-of-sabbaticals under these conditions:
 - a. Supervisors who were eligible for one or more sabbatical leaves as of August 31, 1971, will be granted leave-in-lieu-of-sabbaticals in accordance with the following schedule:

4 or more sabbaticals — 1 year of leave
3 sabbaticals — 9 months of leave
2 sabbaticals — 6 months of leave
1 sabbatical — 3 months of leave

- b. A supervisor who forfeits his sabbatical leave privilege as provided in paragraph 2(a) above will be credited for that sabbatical leave with one and one-half months of leave-in-lieu-of-sabbatical, except that such credit shall not result in eligibility for a total of more than one year of leave-in-lieu-of-sabbaticals under this section.
 - c. The period of a supervisor's leave-in-lieu-of-sabbaticals shall be reduced by one day for each sick day in excess of 30 days taken during the three year period immediately preceding the commencement of his retirement leave or in the case of those not entitled to retirement leave the three year period immediately preceding the commencement of his leave-in-lieu-of-sabbaticals. Sick days taken for a serious illness or injury that requires medical care in a hospital, or confinement in the employee's home or in a similar place or facility, for a period in excess of 14 consecutive calendar days shall not be counted in such reduction, upon approval by the Medical Bureau of satisfactory evidence.
 - d. Request for leave-in-lieu-of-sabbaticals will be granted only if the supervisor has filed an application for retirement designating as the date on which his retirement is to become effective the date immediately following the expiration of the leave-in-lieu-of-sabbaticals to which he may be entitled. Leave-in-lieu-of-sabbaticals will become effective immediately upon the expiration of retirement leave or, in the case of those not entitled to retirement leave, upon approval by the Division of Personnel. During the period of his leave-in-lieu-of-sabbaticals the supervisor shall receive pension credit and he shall be compensated at the rate of forty (40) percent of his regular salary. If he does not withdraw the application for retirement filed as required in the preceding subparagraph, he shall receive an addition sum equal to sixty (60) per cent of his regular salary payable as of the effective date of his retirement.
4. A supervisor who is granted a regular sabbatical leave may not receive a leave-in-lieu-of-sabbaticals for a period of five years from the expiration of such sabbatical leave. This limitation shall not apply to a sab-

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batical leave granted to a supervisor for reasons of serious illness after exhaustion of all his sick leave allowance.

5. Sabbatical leave privileges accumulated by a supervisor as of August 30, 1971, shall be credited to him only as leave-in-lieu-of-sabbaticals in accordance with the provisions of paragraph 3 of this Section C. This limitation shall not apply to a sabbatical leave granted to a supervisor after August 30, 1971, and before his application for retirement, for reasons of serious illness after exhaustion of all his sick leave allowance. A sabbatical leave taken under the circumstances described in the preceding sentence will be deducted from the number of sabbatical leave privileges credited to the supervisor as leave-in-lieu-of-sabbaticals.
6. Sabbatical leaves may be granted to supervisors for study or for restoration of health at the discretion of the Chancellor as provided in the By-Laws. No more than 40 sabbatical leaves may be granted during the period October 1, 1984 - July 31, 1985, and no more than 40 sabbatical leaves during the period August 1, 1985 - July 31, 1986; and no more than 40 sabbatical leaves during the period August 1, 1986 - July 31, 1987. Sabbaticals for study shall be conditioned upon the supervisor remaining in the New York City school system for three (3) years after his return.
7.
 - a. No supervisor shall be credited with leave-in-lieu-of-sabbaticals for any sabbatical he may become eligible for on or after October 1, 1976.
 - b. Effective October 1, 1976, no supervisor shall be granted leave-in-lieu-of-sabbaticals.
 - c. A supervisor, who may not be granted leave-in-lieu-of-sabbaticals as provided in paragraph (b) above, shall receive upon his retirement a payment equal to fifty percent (50) of the supervisor's monthly salary rate at retirement multiplied by the number of months or fraction thereof he would have been granted leave-in-lieu-of-sabbaticals. The payment shall be paid in three installments, one-third on his retirement date, one-third on the first anniversary date of his retirement and one-third on the second anniversary date of his retirement. The payments made under this paragraph shall not be credited for pension purposes. Should the supervisor die after retirement and before completion of payments under this section, such payments shall be paid to his estate.

D. Absence Without Notice

Supervisors who are absent for 20 consecutive school days without notice shall be deemed to have resigned unless they have reasonable cause for failure to notify. The issue of the reasonableness of the cause and the penalty, if any, shall be subject to the grievance procedure, including binding arbitration, set forth in Article X. The provisions of Article VII K shall be applicable to supervisors deemed to have resigned pursuant to this section.

E. Notification of Retirement

The Board and the CSA recognize the importance of providing continuity in the educational leadership in the schools. Therefore the CSA will advise supervisors to notify the Board of their intention to retire six months prior to the actual retirement at the end of the school term.

The Board, in turn, upon receiving such notification, will fill the vacancy in accordance with existing regulations and to the extent possible by the beginning of the subsequent school term.

ARTICLE IX — OPPORTUNITY FOR TRANSFER

A. School Supervisors

Supervisors shall be given an opportunity for transfer from one district to another district or from one high school to another, in accordance with the following principles:

1. To be eligible for transfer the supervisor shall have completed five or more years of continuous service in title in the school from which transfer is sought. Such service shall have been completed at the time he applies for transfer.

In the case of a school supervisor who was excessed into another school or into a district office or into Central Headquarters and was then directly assigned to a school in the district from which the transfer is sought, years of continuous service shall be determined by including his service in the school from which he was excessed or in the district office or in Central Headquarters while in excess. A supervisor who under the excessing rules provided in Article VII returns to the school from which he was excessed within one year shall be considered to have had "continuous service" in that school.

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A supervisor on assignment to a district office or Central Headquarters shall be eligible for transfer to a school if he had completed five or more years of continuous service in title in a school immediately preceding his assignment to the district office or to Central Headquarters.

2. The Community Board and the Community Superintendent of the district to which the transfer is sought or the appropriate Assistant Superintendent for High Schools shall interview no fewer than the five eligible applicants with the greatest seniority. If more than five eligible persons apply the five most senior applicants shall be interviewed. Seniority is to be calculated on the basis of years of service in title, with each year in a special service school counting as one and one-half years.
3. Vacancies for which supervisors are interviewed shall be filled within six school months of the occurrence of the vacancy.
4. Consent of the releasing district will not be required.
5. Administrative procedures for the effectuation of these provisions are to be formulated by the Board in consultation with the CSA.

B. Headquarters and District Office Supervisors

Headquarters and District Office Supervisors assigned prior to July 1, 1981, shall be given an opportunity for transfer to other district offices or Central Headquarters' offices in keeping with the following principles:

1. To be eligible for transfer the properly assigned or appointed supervisor shall have completed five or more years of continuous service in title in the district, division or other organizational unit from which transfer is sought. Such service shall have been completed at the time he applies for transfer.
2. In the case of a supervisor who was excessed into another district office or into a Central Headquarters position and was then directly assigned to the position from which the transfer is sought, years of continuous service shall be determined by including his service in the office from which he was excessed.
3. The Community Board and the Community Superintendent of the district to which the transfer is sought or the appropriate Executive Director for a central office shall interview no fewer than the five eligible applicants with the greatest seniority. If more than five eligible per-

sons apply at least the five more senior applicants shall be interviewed. Seniority is to be calculated on the basis of years of service in the title.

4. Consent of the releasing district or central office will not be required.

ARTICLE X — GRIEVANCE PROCEDURE

It is the declared objective of the parties to encourage the prompt and informal resolution of employee complaints as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints. Nothing contained herein shall be construed to prevent any individual employee from informally discussing a complaint with his immediate supervisor.

A. Definition

1. The term "grievance" shall mean:
 - a. A complaint by a supervisor covered by this Agreement that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of this Agreement.
 - b. A complaint by CSA involving alleged misapplication or misinterpretation of this Agreement.

B. Adjustment of Grievances

Grievances shall be presented and adjusted in the following manner:

1. First Level-All Supervisors

A supervisor shall within 20 school days following the actual knowledge of the act or condition on which the complaint is based submit the complaint in writing to his immediate supervisor. The written complaint shall state the specific act or condition on which it was based. It is understood that, if the complaint is resolved at the first level, no formal record of the proceeding shall be made or kept without the written consent of the aggrieved supervisor. If the complaint is not resolved at the first level, the immediate supervisor shall issue a written decision within ten school days after receipt of the written complaint.

2. Second Level-Supervisors Other Than Principals

If the complaint has not been resolved at the first level, within 15 school days of the initial decision with his immediate supervisor, the grievant may file a written grievance with the appropriate Community or Assis-

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tant Superintendent, the Bureau Director or other appropriate Board official at the next higher level of supervision. Where the grievant is not represented by CSA, he shall file a copy of the grievance with CSA at the same time as he files his grievance at this level. Within ten school days following receipt of the grievance, a conference shall be called by the supervisor with whom the grievance is filed with a view to arriving at a mutually satisfactory resolution of the complaint. Such conference shall be called on not less than two school days written notice to the grievant, his immediate supervisor and to the CSA. The grievant shall be entitled to representation at the conference by CSA or by a supervisor of his choice in the New York City school system. Where the grievant is not represented by CSA, CSA shall be permitted to attend the conference and present its views. If no mutually satisfactory resolution has been reached at the conference within five school days following the conference, the supervisor with whom the grievance is filed shall communicate his written decision to the grievant and his representative, to his immediate supervisor and to the CSA.

3. Third Level-Supervisors Other Than Principals

If the grievance is not resolved at the second level, CSA may, within 15 school days after receipt of the decision of the second level supervisor, appeal in writing to the Chancellor. The appeal shall set forth the basis for the grievance and the reasons for the appeal. Within ten school days following receipt of the appeal, or not less than two school days written notice to all those who participated in the second level conference, a conference shall be called by the Chancellor or his designee with a view to arriving at a mutually satisfactory resolution of the complaint. The grievant shall be entitled to representation by the CSA. Within 15 school days following the conference, the Chancellor or his designee shall communicate the written decision to the grievant and to the CSA.

4. Second Level-Principals

Where the grievant's immediate supervisor is a Community or Assistant Superintendent, the written grievance shall be filed directly with the Chancellor within 15 school days of the initial decision of the grievant's immediate supervisor. The right to file said grievance shall rest exclusively with the CSA. Within ten school days following receipt of the grievance a conference shall be called by the Chancellor or his designee with a view to arriving at a mutually satisfactory resolution of the complaint. Such conference shall be called on not less than two

school days written notice to the grievant, his immediate supervisor and to the CSA. The grievant shall be entitled to representation at the conference by the CSA. If no mutually satisfactory resolution has been reached at this conference, within 15 school days following the conference, the Chancellor shall communicate his written decision to the grievant and to the CSA.

5. Grievances Initiated by CSA

CSA may initiate a grievance as defined in paragraph A 1 b above at the level of a Community Superintendent, an Assistant Superintendent or the Chancellor as may be appropriate within 30 school days following the actual knowledge of the act or condition on which the complaint is based.

C. Arbitration

A grievance which has not been resolved at the level of the Chancellor may be submitted to an arbitrator by the CSA.

A grievance may not be submitted to an arbitrator unless a decision has been rendered by the Chancellor under the grievance procedure, except in cases where, upon expiration of the 15 school day time limit for decision, the CSA filed notice with the Chancellor of intention to submit the grievance to arbitration and no decision was issued by the Chancellor within five school days after receipt of such notice. The proceeding may be initiated by the CSA filing with the Board and the American Arbitration Association a notice of arbitration. The notice shall be filed within ten school days after receipt of the decision of the Chancellor or, where no decision has been issued in the circumstance described above, within three school days following the expiration of the five school day period provided above. The notice shall include a brief statement setting forth precisely the issue to be decided by the arbitrator and the specific provision of the agreement involved.

The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding insofar as they relate to the selection of the arbitrator, the hearings, fees and expenses. The arbitrator shall issue his decision not later than 30 days from the date of the closing of the hearings or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit his decision strictly to

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the application and interpretation of the provisions of this Agreement and he shall be without power or authority to make any decision:

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

The decision of the arbitrator shall be in writing and, if made in accordance with his jurisdiction and authority under this Agreement, shall be accepted as final by the parties to the dispute and both will abide by it. The arbitrator's fee will be shared equally by the parties to the dispute.

D. General Provisions as to Grievances and Arbitration

1. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of, subject, however, to the final decision on the grievance.
2. Nothing contained in this Article or elsewhere in this Agreement shall be construed to deny to any employee his rights under Section 15 of the New York Civil Rights Law or under the State Education Law or under applicable Civil Service Laws and Regulations.
3. All grievance conferences shall be held at convenient times and locations in order to afford a fair and reasonable opportunity for all those entitled to be present to attend. When such conferences are scheduled during Board working hours all persons participating shall be excused from their regular duties without loss of pay.

E. Time Limits

1. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved

supervisor to proceed to the next level. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed acceptance of the decision rendered at that level.

2. The time limits specified in this procedure may be extended in any specific instance by mutual agreement.

F. Priority Handling of Grievances

The Board and the CSA will consult periodically on the priority of handling grievances pending at the level of the Chancellor with a view to expediting the processing of grievances which require prompt disposition.

G. Material in File Arbitrations

The provisions of Article X C shall apply for grievances arising under Article VI J (Supervisor Files) except that:

1. Cases shall be submitted to an arbitrator designated by mutual agreement of the parties.
2. Awards shall be issued within five days after the close of the hearing and without opinion.
3. The voluntary labor arbitration rules of the American Arbitration Association shall apply to proceedings so far as they relate to the hearing.
4. Periodic consultations shall be held to monitor these procedures.

H. Special Procedures for Grievances Arising Out of Per Session Employment

Where the grievance arises out of selection for Per Session Employment of Supervisors only, the provisions of Article X (A), (B), (C), and (D) shall apply except that the time limits prescribed in Article X (B) shall be modified in these respects:

- a. The grievance must be presented orally or in writing within five days after the employee has knowledge of the act or condition which is the basis of the complaint.
- b. The community or assistant superintendent, director or other appropriate Board official shall render a decision as expeditiously as possible but no later than three days after receipt of the complaint.

Art X H c-f, I, Art XI A

- c. The grievance may be appealed by the CSA to the Chancellor within three days after the decision of Step 1 has been received.
- d. The Chancellor shall communicate his decision within five days after receipt of the appeal.
- e. If the grievance is not resolved at the Chancellor's level, it may be appealed to arbitration by the CSA within two days after receipt of the Chancellor's decision and the parties shall arrange for the prompt hearing and resolution of the grievance at arbitration.
- f. In determining the time limits of this provision, Saturdays, Sundays and official Board of Education holidays shall not be counted.

I. Per Session Employment Arbitrations

Where the grievance arises out of selection of Per Session Employment of Supervisors only, the provisions of Article X (C) shall apply for grievances arising under Article VI (C) except that:

1. Cases shall be submitted to an arbitrator designated by mutual agreement of the parties.
2. Awards shall be issued within five days after the close of the hearing.
3. The voluntary labor arbitration rules of the American Arbitration Association shall apply to proceedings so far as they relate to the hearing.
4. Backpay shall be available as a remedy only to the extent the Board cannot make an equal amount of substitute per session employment available to the grievant. Such substitute per session employment shall be scheduled at a fair and reasonable time during the term of the position for which the grievant had applied. Substitute employment not during the term of the position shall be scheduled at a fair and reasonable time mutually agreed to by the parties.

ARTICLE XI — SPECIAL COMPLAINTS

It is the declared objective of the parties to encourage the prompt and informal resolution of special complaints not covered by the grievance procedure and to dispose of such complaints as they arise and to provide recourse to orderly procedures for their adjustment.

A. Definition

A "special complaint" is a complaint by a supervisor that a person or persons or groups are engaging in a course of harassing conduct, or in acts

of intimidation, which are being directed against him in the course of his employment, and that the principal of the school in which he is assigned or the Community Superintendent of the district in which he is employed or the appropriate Assistant Superintendent at the high school level has not afforded the supervisor adequate relief against such course of conduct or acts of intimidation.

B. Filing and Priority Handling

A special complaint shall be promptly filed with the Chancellor by the affected employee or, upon his request, by the CSA. Such complaint shall receive expedited handling pursuant to this Article.

C. Joint Investigation and Informal Resolution

Within 24 hours after the special complaint is filed with the Chancellor, a Joint Investigating Committee consisting of one representative designated by the Chancellor and one representative designated by CSA shall investigate the complaint at the school or district level to ascertain the facts and bring about a prompt resolution of the problem without resort to formal procedures. In the course of its investigation, the Joint Investigating Committee shall confer with the principal of the school, the Chancellor and other persons involved in the controversy.

D. Administrative Hearing and Continued Attempt at Informal Resolution

If the complaint is not resolved by the Joint Investigating Committee to the satisfaction of the affected supervisor he may request a hearing before the Chancellor. Within 48 hours after receipt of the request for hearing, the Chancellor, or a representative designated by him, shall hold a hearing at which the Joint Investigating Committee shall report its findings and all persons involved, including the affected supervisor, shall have an opportunity to be heard. The complaining supervisor may represent himself at the hearing or, upon request, may be represented by the CSA or by a person of his own choosing other than an attorney. At the hearing the Chancellor, or his representative, shall make every effort to resolve the complaint informally and all persons shall cooperate toward this end.

E. Decision of the Chancellor

Within 72 hours following the close of the hearing, the Chancellor shall notify all parties of his decision and the manner in which it shall be effectuated.

F. Fact-Finding and Recommendations

If the complaint is not resolved by the Chancellor, the affected supervisor, or CSA upon his request, may submit it for hearing and fact-finding before an arbitrator selected in accordance with Article X (C) of this Agreement. The submission shall be made within ten school days after the issuance of the Chancellor's decision.

The voluntary labor rules of the American Arbitration Association shall apply to the proceeding insofar as they relate to the hearing, fees and expenses. The fact-finder shall render findings not later than 72 hours from the date of the close of the hearing or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the fact-finder. The findings of fact shall be in writing. The fact-finder shall limit his findings strictly to the question whether the employee's complaint has been substantiated by the evidence. If the fact-finder finds the complaint to be substantiated and unremedied, he shall recommend an appropriate remedy.

The fact-finder shall not interpret or apply the provisions of this Agreement or exercise any of the other functions specified in Article X of this Agreement, nor shall he exercise any of the powers conferred upon trial examiners pursuant to Section 2590-j 7 (f) of the Education Law.

G. Board Consideration

Within ten days after receipt of the fact-finder's report, the Board shall make a determination.

ARTICLE XII — CONSULTATION

A. Districts, Bureaus and High Schools

A CSA consultation committee shall be established in each community district, high school subdivision and bureau. The Community Superintendent, Bureau Director or Assistant Superintendent for the High School subdivision shall meet once a month with such committee for the purpose of consulting with respect to matters of mutual concern in the areas of educational and supervisory responsibility and to questions relating to the implementation of this Agreement.

B. Chancellor

A CSA committee will meet monthly with the Chancellor or his Deputy for consultation on matters of mutual concern and on questions relating to the implementation of this Agreement. CSA will be consulted in advance by the Chancellor or his Deputy on any proposed changes in policy or administration which may involve supervisory working conditions.

ARTICLE XIII — EXCLUSIVE CHECK-OFF

The Board will honor, in accordance with their terms, only such written authorizations as are properly executed by employees in the unit covered by this Agreement for the deduction of their dues in behalf of the CSA. The Board will honor individual written authorization for the deduction of CSA dues in accordance with their terms, including authorizations stating that they are irrevocable until the following June 30 and automatically renewable for another year unless written notice is given to the Board between June 15 and June 30.

ARTICLE XIV — AGENCY SHOP

The Board shall deduct from the wage or salary of employees in the bargaining unit who are not members of the CSA an amount equivalent to the dues levied by the CSA and shall transmit the sum so deducted to the CSA, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York, as amended. The CSA 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 CSA 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 in instances where there is a final adjudication by a court or arbitrator or by PERB that said agency shop fees should not have been deducted and 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 XV — CONFORMITY TO LAW

- A.** If any provision of this Agreement is or shall at any time be contrary to law, then such provisions 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 CSA.
- B.** In the event that any provisions of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE XVI — NO-STRIKE PLEDGE

This Article is required by the Public Employees' Fair Employment Act, as Amended by Section 204a, approved March 10, 1969. The CSA and the Board recognize that strikes and other forms of work stoppages by supervisors are contrary to law and public policy. The CSA and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The CSA therefore agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work, by the supervisors covered by this Agreement, nor any instigation thereof.

ARTICLE XVII — NOTICE-LEGISLATIVE ACTION

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 XVIII — MATTERS NOT COVERED

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

The Board will continue its present policy with respect to sick leaves, sabbatical leaves, vacations, holidays and injury in the line of duty, except insofar as change is commanded by law.

ARTICLE XIX — DEFINITIONS

As used in this Agreement, the following terms shall mean:

- A. Chancellor** — The term "Chancellor" shall mean the Chancellor of the City district.
- B. Community Superintendent** — The term "Community Superintendent" shall mean a Community Superintendent of a Community Board.
- C. Board** — The term "Board" shall mean the City Board, it being understood, nevertheless, that this Agreement is binding on all Community Boards in accordance with Section 2590 of the Education Law.
- D. Intermediate Supervisor** — Except for purposes of Article VII L, the term "Intermediate Supervisor" shall mean (a) in school organizations — an Assistant Principal, an Assistant Principal (Administration) and an Assistant Principal (Supervision) and (b) in headquarters, district or other organizations — an Assistant Director and all other lower ranking supervisors.
- E. Community Board** — The term "Community Board" shall mean the Board of Education of a community district.

ARTICLE XX — SCHOOL PSYCHIATRISTS

- A.** The following provisions of the Supervisors' Agreement are made applicable to the employees in the School Psychiatrists' unit: Article II — Fair Practices; Article IV — Pension and Retirement Program; Article VII — General Benefits to provide the following benefits: Reimbursement For Medical Expenses; Vacation Pay Credit and Service Credit; Assistance In Assault Cases; Pay During Military Service; Excuse For Selective Service Examination; Damage or Destruction of Property; Payment for Jury Duty; Withdrawal of Resignation and Subsequent Reappointment; Medical Report and Review and Information to CSA; Article X — Grievance Procedure; Article XII — Consultation; Article XIII — Exclusive Checkoff; Article XIV — Agency Shop; Article XV — Conformity to Law; Article XVI — No Strike Pledge; Article XVII — Notice-Legislative Action; Article XVIII — Matters Not Covered (first paragraph); Article XXIV —

Art XX A,B,C,D

Repayment of Deferrals; Article XXV — Cost Limits; Article XXVI — Duration.

B. Article VIII — Leaves of Absence and Sick Leave of Supervisors' Agreement shall be applicable to employees in this unit except that the provisions which provide for retirement-leave-in-lieu-of-sabbaticals shall not apply to employees in this unit.

C. Salaries

The following salary schedule shall apply during the term of the agreement:

School Psychiatrists (15 hour license)

<u>Step</u>	<u>Effective Oct. 1, 1984</u>	<u>Effective Oct. 1, 1985</u>	<u>Effective Oct. 1, 1986</u>
1	\$29,888	\$31,738	\$33,873
2	30,339	32,217	34,384
3	30,790	32,696	34,896
4	31,220	33,152	35,382
5	31,670	33,631	34,893
6	32,125	34,113	36,408
7	32,574	34,591	36,917
<u>School Psychiatrists (35 hour license)</u>	52,175	55,404	59,131
<u>Chief School Psychiatrists (part-time)</u>	39,714	42,173	45,009

D. Longevity Increments — Psychiatrists

Effective October 1, 1984, or on such date thereafter as the requirements shall be met, additional compensation known as "longevity increments", shall be paid to those employees eligible therefor pursuant to the conditions and at the rates set forth below. The gross annual salary rates of employees to whom said longevity increment is payable shall be computed by adding the sum provided per annum to the rates ascertained without

consideration of said longevity increment. Longevity increments shall be payable as follows:

1. 15 hour license employees at the maximum step of their salary schedule with seven years of paid service as a psychiatrist but less than 15 years of service as a psychiatrist in the New York City public school system shall have their gross annual salary rates computed by adding the sum of \$766 (\$803 effective October 1, 1985; \$846 effective October 1, 1986) per annum to the rates ascertained without consideration of such longevity increment.
2. 15 hour license employees at the maximum step of their salary schedule with 15 or more years of paid service as a psychiatrist in the New York City public school system shall have their gross annual salary rates computed by adding the sum of \$1340 (\$1404 effective October 1, 1985; \$1480 effective October 1, 1986) per annum (inclusive of the longevity increment provided in paragraph 1 above) to the rates ascertained without consideration of such longevity increment.
3. When attained by an employee, a longevity increment shall be retained in the case where he is serving in another title in the bargaining unit and in which he is not at the maximum salary step of his new schedule.
4. School psychiatrists (35 hours) shall receive the same longevity increment provided for principals.

E. Welfare Benefits

Article III C, Welfare Benefits, paragraph 1, Choice of Health Plans, Paragraph 2, Supplemental Benefits, and Paragraph 3, Supplemental Benefits for Retirees, of the Supervisors Agreement shall apply to all employees in this unit.

ARTICLE XXI — EDUCATION ADMINISTRATORS

- A.** This Agreement except for Article III A, B, C 4, Article V A, B, C, and D, Article VI A, B, D, E, F, and M, Article VIII B & C, Article XX and XXII shall be applicable to those employees serving in Levels IV, III, and II of the Education Administrator series and to those employees serving in supervisory positions in the Level I of the Education Administrator series. During the course of this Agreement, supervisory employees in Education Administrator titles shall not be assigned to school-based positions.

B. Salaries

1. During the course of this Agreement the salary ranges for positions in the Education Administrator series covered by this Agreement shall be as follows:

Level	Effective Oct. 1, 1984		Effective Oct. 1, 1985		Effective Oct. 1, 1986	
	Min.	Max.	Min.	Max.	Min.	Max.
I	\$34,817	\$43,307	\$36,972	\$45,988	\$39,459	\$49,082
II	38,355	46,989	40,730	49,674	43,470	52,359
III	42,601	51,374	45,238	54,310	48,281	57,246
IV	47,553	56,470	50,271	59,697	52,988	62,924

2. An employee newly assigned or newly appointed during the course of this Agreement to a position in the Education Administrator series covered by this Agreement shall receive the minimum salary set forth in Subsection 1 for his level except as provided in Subsections 3 and 4 below.
3. If, prior to announcement of a vacancy for a position in the Education Administrator series covered by this Agreement, it is determined that the responsibilities and scope of the position warrant a salary greater than the minimum set forth in Subsection 1 of this paragraph, the Board may, after audit approval by the Division of Personnel, consultation with CSA, and approval by the Chancellor, set a salary for the position greater than the minimum salary for that level set forth in Subsection 1, provided that no salary shall exceed the corresponding maximum. Disputes arising between the Board and CSA regarding the establishment of salaries pursuant to this Subsection shall be resolved through the grievance procedure, as provided in Article X, including binding arbitration. Until final resolution of a salary dispute, the minimum salary for the appropriate level shall be paid with retroactive adjustments being made to the employee following final resolution.
4. Any employee newly assigned or newly appointed during the course of this Agreement to a position in the Education Administrator series may receive a salary of up to 10% greater than the salary received prior to assignment/appointment, provided that no salary shall exceed the appropriate maximum as provided in Subsection 1.
5. Pursuant to the Memorandum of Agreement of December 16, 1985:

- a. Employees serving on October 1, 1984, by assignment or appointment in positions in the Education Administrator series covered by this Agreement will, effective that date, receive a salary increase as follows:

<u>September 30, 1984 Salary</u>	<u>Increase</u>
\$33,159 to 34,076	5.08%
34,077 to 43,042	5.00%
43,043 to 53,781	5.00%

- b. Employees serving on October 1, 1985, by assignment or appointment in positions in the Education Administrator series covered by this agreement will, effective that date, receive a compounded salary increase as follows:

<u>September 30, 1985 Salary</u>	<u>Increase</u>
\$34,817 to 35,807	6.26%
35,808 to 45,194	6.19%
45,195 to 56,470	5.71%

- c. Employees serving on October 1, 1986, by assignment or appointment in positions in the Education Administrator series covered by this agreement will, effective that date, receive a compounded salary increase as follows:

<u>September 30, 1986 Salary</u>	<u>Increase</u>
\$36,972 to 38,303	6.97%
38,304 to 47,992	6.73%
47,993 to 59,697	5.41%

6. Longevity Increments

- a. Effective October 1, 1985, Education Administrators covered by this Agreement with three years but less than five years of paid service as an Education Administrator shall have their gross annual salary rates computed by adding the sum \$462 per annum to the rates determined in paragraphs 1 through 5.
- b. Effective October 1, 1985, Education Administrators covered by this Agreement with five or more years paid service as an Education Administrator shall have their gross annual salary rates computed by adding the sum of \$925 to the rates determined in paragraphs 1 through 5 above.

C. Workweek

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

D. Workyear

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

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

E. Sick Leave

1. A sick leave allowance of one day per month of service shall be credited to Education Administrators covered by this agreement and shall be used only for illness of the employee.
2. Sick leave allowance is cumulative up to 200 days, including sick leave allowance accumulated prior to becoming an Education Administrator.
3. Proof of illness may be required for absences of more than three consecutive workdays.
4. The normal unit of charge against sick leave allowance is one-half day. However, the Education Administrators' immediate supervisor may approve the use of units of one hour.
5. In the calculation of sick leave allowance, a full month's credit shall be given to an Education Administrator who has been in full pay status for at least 15 calendar days during that month provided that: (a) where an Education Administrator has been absent without pay for an accumulated total of more than 30 calendar days in the workyear, he/she shall lose the sick leave credits earnable in one month for each 30 days of such accumulated absence even though in full pay status for at least 15 calendar days in each month during this period, and (b) if an Education Administrator loses sick leave allowance under this rule for several months in the workyear because he/she has been in full pay status for fewer than 15 days in each month, but accumulated during said months a total of 30 or more calendar days in full pay status, the Education Administrator shall be credited with the sick leave allowance earnable in one month for each thirty days of such full pay status.

6. Where an Education Administrator is hospitalized on annual leave, the period of such verified hospitalization shall be charged to sick leave and not to annual leave. Where an Education Administrator is seriously disabled but not hospitalized while on annual leave and providing the Education Administrator submits proof of such disability satisfactory to the Executive Director of Personnel, written approval of the Executive Director may be given to charge such leave time to sick leave and not to annual leave at the employee's option.
7. Sick leave allowance accumulated in another Board or City position shall be transferred to the employee's bank upon the employee's assignment/appointment as an Education Administrator.
8. At the discretion of the Executive Director of Personnel and upon the recommendation of the appropriate superintendent:
 - (1) Education Administrators who have exhausted all earned sick leave and annual leave balances may be permitted to use unearned sick leave allowance up to the amount earnable in one year of service, chargeable against future earned sick leave; and
 - (2) Education Administrators may also be granted sick leave with pay for three months after 10 years of City service, after all credits have been used. In special instances, sick leave with pay may be further extended, with the approval of the Executive Director of Personnel. The Executive Director of Personnel shall base the determination in this matter on the nature and extent of illness and the length and character of service. Such extension, if granted, may not exceed nine months.

F. Other Working Conditions

1. Employees in the Education Administrator series covered by this Agreement who served in pre-existing pedagogical supervisory titles and whose positions were directly converted into the Education Administrator series shall continue to receive the same working conditions and benefits to which they were entitled prior to the conversion of their positions.
2. Vacations
 - a. Employees who formerly served as office-based supervisors under the previous CSA-Board bargaining agreement and who changed to EA titles prior to October 1, 1980, shall be entitled to 31 days vacation, computed at the rate of 2½ days per month, plus one additional day for the month of December.

Art XXI F 2 b

- b. All other employees serving in Education Administrator positions covered by this Agreement shall receive annual leave benefits as follows:

A combined vacation, personal business and religious holiday leave allowance shall be established which shall be known as "Annual Leave Allowance."

The vacation year shall begin on September 1, and end on the following August 31.

Annual leave allowance shall be credited to employees who work a regularly scheduled five day week as follows:

<u>Years of Continuous Service</u>	<u>Monthly Accrual Rate</u>	<u>Annual Leave Allowance</u>
Prior to the beginning of the 8th year	1 $\frac{2}{3}$ days	20 workdays (four weeks)
At the beginning of the 8th year	2 days—plus one additional day at the end of the calendar year	25 workdays (five weeks)
At the beginning of the 15th year	2 $\frac{1}{4}$ days	27 workdays (five weeks and two days)

The maximum accumulation of annual leave credit which can be carried over from one vacation year to the next shall be the amount that an employee can accrue in the two-year period prior to the end of the vacation year. Preceding the end of the vacation year it shall be the employee's responsibility to request permission to use annual leave in order to stay below the maximum accumulation permitted. Any leave which exceeds the maximum accumulated limits established by this section shall be forfeited except under the conditions described below.

In the event that the Chancellor or his designee, or the appropriate Community Superintendent orders in writing that an employee forego

the requested use of annual leave, that portion thereof shall be carried over though the same exceeds the limits fixed in the above paragraph. However, in no case may the accumulation exceed three years of annual leave allowance. The minimum unit of charge against annual leave allowance shall be one hour. For the earning of annual leave credits, a full month's credit shall be given to an employee who had been in full pay status for at least 15 calendar days during the month, provided that: (a) where an employee has been absent without pay for an accumulated total of more than 30 calendar days in the vacation year, the employee shall lose the annual leave credits earnable in one month for each 30 days of such accumulated absence even though in full pay status for at least 15 calendar days in each month during this period; and (b) if an employee loses annual leave credits under this rule for several months in the vacation year because the employee has been in full pay status for fewer than 15 days in each month, but accumulated during said months a total of 30 or more calendar days in full pay status, such employee shall be credited with annual leave credits earnable in one month for each 30 days of such full pay status. Earned annual leave allowance shall be taken by the employees at the time convenient to the department or office in which the employee is assigned. In exceptional and unusual circumstances, the Executive Director of Personnel for Central Divisions and the Community Superintendent for district staff may permit the use of a maximum of 10 days of annual leave allowance before it is earned.

3. Vested Benefits

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

4. Per Session Employment

Education Administrators shall be eligible for per session supervisory positions at headquarters and district offices in accordance with the provisions of Article VI (C) (4).

ARTICLE XXII — ASSISTANT COORDINATOR OF ADULT EDUCATION

A. This Agreement except for Article III B and C4, Article V A, B, C, and D, Article VI A, B, D, E, F and M, Article VIII B and C, Article XX and Article XXI A, B and F1 and F2a shall be applicable.

B. Salaries

1. The salaries for employees properly assigned or appointed during the course of this Agreement shall be as follows:

<u>Years of Service As Such</u>	<u>Effective Oct. 1, 1984</u>	<u>Effective Oct. 1, 1985</u>	<u>Effective Oct. 1, 1986</u>
1	\$30,358	\$32,259	\$34,507
2	30,965	32,904	35,197
3	31,476	33,447	35,777

All employees properly assigned or appointed as Assistant Coordinators of Adult Education prior to October 1, 1982 shall be paid at Step 3 of the above schedule.

C. Other Working Conditions

1. Workweek, Workyear and Sick Leave

The provisions of Article XXI C, D and E shall apply to Assistant Coordinators of Adult Education.

2. Vacations

a. All employees properly assigned or appointed as Assistant Coordinators of Adult Education prior to October 1, 1982 shall continue to be granted each work year 31 days vacation to be scheduled as can be arranged mutually with the office head.

b. All employees properly assigned or appointed on or after October 1, 1982 shall be granted vacation each work year as provided in Article XXI F2b.

3. Vested Benefits

The provisions of Article XXI F3 shall be applicable to Assistant Coordinators of Adult Education.

ARTICLE XXIII — COMMITTEES

Committees shall be established by the Board and the CSA to consider matters relating to the following:

- A.** Exercise of supervisory responsibility by non-supervisory personnel.
- B.** Minimum supervisory staffing standards for efficient functioning of schools.
- C.** Methods to improve and standardize pupil guidance referral procedures.

ARTICLE XXIV — REPAYMENT OF DEFERRALS

The terms and conditions of the 1982-84 Municipal Coalition Economic Agreement, the Deferral Payment Agreement and the Companion Agreement, all effective as of October 1, 1982, between the Coalition of Municipal Unions, the City of New York and the Board of Education, as one of the employers, are incorporated into this Agreement. The repayment of amounts deferred by employees represented by the CSA shall be in accordance with the Deferral Payment Agreement or the Companion Agreement as applicable.

ARTICLE XXV — COST LIMITS

It is understood that the cost of this Agreement between the parties shall be the cost allowable under the terms of the Memorandum of Agreement of December 16, 1985, which except for Sections 7 and 8 thereof, is hereby incorporated into this Agreement. It is further understood that the parties agree that the terms of this unit agreement shall be effective October 1, 1984, and terminate September 30, 1987, and that this agreement conforms to the Memorandum of Agreement of December 16, 1985 and the Financial Plan of the City of New York.

ARTICLE XXVI — DURATION

This Agreement and each of its provisions shall be effective as of October 1, 1984, and shall continue in full force and effect until October 1, 1987. The pro-

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visions of this Agreement are modified by and subject to any applicable provisions of the New York State Financial Emergency Control Act for the City of New York, as amended.

TED ELSBERG
President
Council of Supervisors and
Administrators of the
City of New York, Local 1
American Federation of School
Administrators, AFL-CIO

JAMES F. REGAN
President
The Board of Education of the
City School District of the
City of New York

Brooklyn, New York — 1986

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to the
AGREEMENT
between
THE COUNCIL OF SUPERVISORS AND ADMINISTRATORS
OF THE CITY OF NEW YORK
and
THE BOARD OF EDUCATION
of the
CITY SCHOOL DISTRICT
of the
CITY OF NEW YORK

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