

A G R E E M E N T

between

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

and

Board of Education Employees, Local 372  
District Council 37  
American Federation of State, County and Municipal Employees  
AFL-CIO

covering

Family Worker  
Family Assistant  
Family Associate  
Parent Program Assistant

September 9, 2005 - May 10, 2010

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AGREEMENT MADE AND ENTERED INTO by and between THE BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK (hereinafter referred to as the "BOARD") and BOARD OF EDUCATION EMPLOYEES, LOCAL 372, DISTRICT COUNCIL 37, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (hereinafter referred to as the "UNION").

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

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

WHEREAS, pursuant to the Statement of Policies and pursuant to the provisions of the Public Employees Fair Employment Act (Chapter 392 of the Laws of 1967 as amended by Chapter 24, 391 et seq. of the Laws of 1969), in a secret ballot election conducted among employees in the titles of Family Worker, Family Assistant, Family Associate and Parent Program Assistant, in Programs to Strengthen Early Childhood Education in Poverty Areas, Classes in Poverty Areas, and More Effective Schools, to determine which labor organization they wished to represent them in collective bargaining with the Board, the Union received a majority of votes and the Board issued a Certificate of Exclusive Bargaining Status to the Union on January 21, 1970; and

WHEREAS, after an appropriate showing of majority representation, the Board also certified the Union on April 6, 1971 as the representatives of employees in these same titles in programs other than programs to Strengthen Early Childhood Education in Poverty Areas, Prekindergarten Classes in Poverty Areas, and More Effective Schools; and accordingly the Union became the exclusive bargaining representative of all employees in these titles; and

WHEREAS, an agreement entered into by and between the parties expired on September 8, 2005,

WHEREAS, the Board and its designated representatives have met with the representatives of the Union and fully considered and discussed with them, on behalf of the employees in the bargaining unit, changes in salary schedules, improvement in working conditions, and machinery for the presentation and adjustment of certain types of complaints; it is agreed as follows:

ARTICLE I  
UNION RECOGNITION

The Board recognizes the Union as the exclusive bargaining representative of all employees employed in the titles of Family Worker, Family Assistant, Family Associate, Parent Program Assistant and Family Auxiliary (CETA), which is equated to the title of Family Worker. These persons and each of them are hereinafter referred to variously as "employees" or "employee," as "employees (or employee) in the bargaining unit," or "employees (or employee) covered by this Agreement," or "paraprofessional" or "paraprofessionals."

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

Nothing contained herein shall be construed to prevent any Board official from meeting with any employee organization representing employees in this bargaining unit for the purpose of hearing the views and proposals of its members, except that, as to matters presented by such organizations which are proper subjects of collective bargaining, the Union shall be informed of the meeting and, as to those matters, any changes or modifications shall be made only through negotiation with the Union.

It is understood that all collective bargaining is to be conducted at Board headquarters level. There shall be no negotiation with the Union or with any other employee group or organization at the school or any other level. Nothing contained herein shall be construed to prevent any individual

employee from (1) informally discussing a complaint with his immediate supervisor (2) processing a grievance in his/her own behalf in accordance with the complaint and grievance procedure hereinafter set forth in Article XXI.

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

ARTICLE II  
FAIR PRACTICES

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

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

ARTICLE III  
SALARIES

A. Salaries

1. Employees in the applicable paraprofessional titles who work the entire work year (regular school year) as set forth in Article Four of this Agreement and who are assigned to programs comprised of the regular hours of work as set forth in Article Five of this Agreement shall receive the following annual rates of pay on the applicable effective dates set forth on the following pages:

**Effective 09/09/05**

	<b>Before 9/9/1984</b>	<b>Between 9/9/1984 - 9/8/1985</b>	<b>Between 9/9/1985- 9/8/1986</b>	<b>Between 9/9/1986- 6/30/2004</b>	<b>Hired After 6/30/2004</b>
Family Worker	\$18,165	\$18,043	\$17,901	\$17,684	\$15,377
Hourly Equivalent	\$12.65	\$12.57	\$12.47	\$12.32	\$10.71
Per Session	\$13.21	\$13.12	\$13.02	\$12.86	\$11.18
Family Worker A**	\$19,342	\$19,267	\$19,172	\$19,028	\$16,546
Hourly Equivalent	\$13.47	\$13.42	\$13.36	\$13.26	\$11.53
Per Session	\$14.07	\$14.01	\$13.94	\$13.84	\$12.03
Family Assistant (1)	\$19,724	\$19,678	\$19,604	\$19,481	\$16,940
Hourly Equivalent	\$13.74	\$13.71	\$13.66	\$13.57	\$11.80
Per Session	\$14.34	\$14.31	\$14.26	\$14.17	\$12.32
Family Assistant A- 1(1a)	\$19,987	\$19,965	\$19,916	\$19,797	\$17,215
Hourly Equivalent	\$13.92	\$13.91	\$13.87	\$13.79	\$11.99
Per Session	\$14.54	\$14.52	\$14.48	\$14.40	\$12.52
Family Assistant A-2 (2)	\$20,206	\$20,180	\$20,132	\$20,037	\$17,423
Hourly Equivalent	\$14.08	\$14.06	\$14.02	\$13.96	\$12.14
Per Session	\$14.70	\$14.68	\$14.64	\$14.57	\$12.67
Family Assistant B	\$20,874	\$20,874	\$20,852	\$20,828	\$18,111
Hourly Equivalent	\$14.54	\$14.54	\$14.53	\$14.51	\$12.62
Per Session	\$15.18	\$15.18	\$15.17	\$15.15	\$13.17
Family Associate (4)	\$23,872	\$23,872	\$23,872	\$23,872	\$20,758
Hourly Equivalent	\$16.63	\$16.63	\$16.63	\$16.63	\$14.46
Per Session	\$17.36	\$17.36	\$17.36	\$17.36	\$15.10
Parent Program Assist	\$25,218	\$25,218	\$25,218	\$25,218	\$21,929
Hourly Equivalent	\$17.57	\$17.57	\$17.57	\$17.57	\$15.28
Per Session	\$18.34	\$18.34	\$18.34	\$18.34	\$15.95

**Effective 10/09/06**

	<b>Before 9/9/1984</b>	<b>Between 9/9/1984 - 9/8/1985</b>	<b>Between 9/9/1985- 9/8/1986</b>	<b>Between 9/9/1986- 6/30/2004</b>	<b>Hired After 6/30/2004</b>
Family Worker	\$18,528	\$18,404	\$18,259	\$18,038	\$15,685
Hourly Equivalent	\$12.91	\$12.82	\$12.72	\$12.57	\$10.93
Per Session	\$13.47	\$13.38	\$13.28	\$13.12	\$11.41
Family Worker A**	\$19,729	\$19,652	\$19,555	\$19,409	\$16,877
Hourly Equivalent	\$13.74	\$13.69	\$13.62	\$13.52	\$11.76
Per Session	\$14.35	\$14.29	\$14.22	\$14.12	\$12.27
Family Assistant (1)	\$20,118	\$20,072	\$19,996	\$19,871	\$17,279
Hourly Equivalent	\$14.01	\$13.98	\$13.93	\$13.84	\$12.04
Per Session	\$14.63	\$14.60	\$14.54	\$14.45	\$12.57
Family Assistant A- 1(1a)	\$20,387	\$20,364	\$20,314	\$20,193	\$17,559
Hourly Equivalent	\$14.20	\$14.19	\$14.15	\$14.07	\$12.23
Per Session	\$14.83	\$14.81	\$14.77	\$14.69	\$12.77
Family Assistant A-2 (2)	\$20,610	\$20,584	\$20,535	\$20,438	\$17,772
Hourly Equivalent	\$14.36	\$14.34	\$14.31	\$14.24	\$12.38
Per Session	\$14.99	\$14.97	\$14.93	\$14.86	\$12.93
Family Assistant B	\$21,291	\$21,291	\$21,269	\$21,245	\$18,474
Hourly Equivalent	\$14.83	\$14.83	\$14.82	\$14.80	\$12.87
Per Session	\$15.48	\$15.48	\$15.47	\$15.45	\$13.44
Family Associate (4)	\$24,349	\$24,349	\$24,349	\$24,349	\$21,173
Hourly Equivalent	\$16.96	\$16.96	\$16.96	\$16.96	\$14.75
Per Session	\$17.71	\$17.71	\$17.71	\$17.71	\$15.40
Parent Program Assist	\$25,722	\$25,722	\$25,722	\$25,722	\$22,367
Hourly Equivalent	\$17.92	\$17.92	\$17.92	\$17.92	\$15.58
Per Session	\$18.71	\$18.71	\$18.71	\$18.71	\$16.27



**Effective 04/09/07**

	<b>Before 9/9/1984</b>	<b>Between 9/9/1984 - 9/8/1985</b>	<b>Between 9/9/1985- 9/8/1986</b>	<b>Between 9/9/1986- 6/30/2004</b>	<b>Hired After 6/30/2004</b>
Family Worker	\$19,269	\$19,140	\$18,989	\$18,760	\$16,313
Hourly Equivalent	\$13.42	\$13.33	\$13.23	\$13.07	\$11.36
Per Session	\$14.01	\$13.92	\$13.81	\$13.64	\$11.86
Family Worker A**	\$20,518	\$20,438	\$20,337	\$20,185	\$17,552
Hourly Equivalent	\$14.29	\$14.24	\$14.17	\$14.06	\$12.23
Per Session	\$14.92	\$14.86	\$14.79	\$14.68	\$12.77
Family Assistant (1)	\$20,923	\$20,875	\$20,796	\$20,666	\$17,970
Hourly Equivalent	\$14.58	\$14.54	\$14.49	\$14.40	\$12.52
Per Session	\$15.22	\$15.18	\$15.12	\$15.03	\$13.07
Family Assistant A- 1(1a)	\$21,202	\$21,179	\$21,127	\$21,001	\$18,262
Hourly Equivalent	\$14.77	\$14.75	\$14.72	\$14.63	\$12.72
Per Session	\$15.42	\$15.40	\$15.37	\$15.27	\$13.28
Family Assistant A-2 (2)	\$21,434	\$21,407	\$21,356	\$21,256	\$18,483
Hourly Equivalent	\$14.93	\$14.91	\$14.88	\$14.81	\$12.88
Per Session	\$15.59	\$15.57	\$15.53	\$15.46	\$13.44
Family Assistant B	\$22,143	\$22,143	\$22,120	\$22,095	\$19,213
Hourly Equivalent	\$15.43	\$15.43	\$15.41	\$15.39	\$13.38
Per Session	\$16.10	\$16.10	\$16.09	\$16.07	\$13.97
Family Associate (4)	\$25,323	\$25,323	\$25,323	\$25,323	\$22,020
Hourly Equivalent	\$17.64	\$17.64	\$17.64	\$17.64	\$15.34
Per Session	\$18.42	\$18.42	\$18.42	\$18.42	\$16.01
Parent Program Assist	\$26,751	\$26,751	\$26,751	\$26,751	\$23,262
Hourly Equivalent	\$18.64	\$18.64	\$18.64	\$18.64	\$16.20
Per Session	\$19.46	\$19.46	\$19.46	\$19.46	\$16.92

**Effective 05/10/08**

	<b>Before 9/9/1984</b>	<b>Between 9/9/1984 - 9/8/1985</b>	<b>Between 9/9/1985- 9/8/1986</b>	<b>Between 9/9/1986- 6/30/2004</b>	<b>Hired After 6/30/2004</b>
Family Worker	\$19,331	\$19,201	\$19,050	\$18,820	\$16,365
Hourly Equivalent	\$13.47	\$13.38	\$13.27	\$13.11	\$11.40
Per Session	\$14.06	\$13.96	\$13.85	\$13.69	\$11.90
Family Worker A**	\$20,584	\$20,503	\$20,402	\$20,250	\$17,609
Hourly Equivalent	\$14.34	\$14.28	\$14.21	\$14.11	\$12.27
Per Session	\$14.97	\$14.91	\$14.84	\$14.73	\$12.81
Family Assistant (1)	\$20,990	\$20,942	\$20,863	\$20,732	\$18,028
Hourly Equivalent	\$14.62	\$14.59	\$14.53	\$14.44	\$12.56
Per Session	\$15.27	\$15.23	\$15.17	\$15.08	\$13.11
Family Assistant A- 1(1a)	\$21,270	\$21,247	\$21,195	\$21,068	\$18,320
Hourly Equivalent	\$14.82	\$14.80	\$14.76	\$14.68	\$12.76
Per Session	\$15.47	\$15.45	\$15.41	\$15.32	\$13.32
Family Assistant A-2 (2)	\$21,503	\$21,476	\$21,424	\$21,324	\$18,543
Hourly Equivalent	\$14.98	\$14.96	\$14.92	\$14.85	\$12.92
Per Session	\$15.64	\$15.62	\$15.58	\$15.51	\$13.49
Family Assistant B	\$22,214	\$22,214	\$22,191	\$22,166	\$19,275
Hourly Equivalent	\$15.47	\$15.47	\$15.46	\$15.44	\$13.43
Per Session	\$16.16	\$16.16	\$16.14	\$16.12	\$14.02
Family Associate (4)	\$25,404	\$25,404	\$25,404	\$25,404	\$22,090
Hourly Equivalent	\$17.70	\$17.70	\$17.70	\$17.70	\$15.39
Per Session	\$18.48	\$18.48	\$18.48	\$18.48	\$16.07
Parent Program Assist	\$26,837	\$26,837	\$26,837	\$26,837	\$23,337
Hourly Equivalent	\$18.70	\$18.70	\$18.70	\$18.70	\$16.26
Per Session	\$19.52	\$19.52	\$19.52	\$19.52	\$16.97

**Effective 05/11/08**

	<b>Before 9/9/1984</b>	<b>Between 9/9/1984 - 9/8/1985</b>	<b>Between 9/9/1985- 9/8/1986</b>	<b>Between 9/9/1986- 6/30/2004</b>	<b>Hired After 6/30/2004</b>
Family Worker	\$20,104	\$19,969	\$19,812	\$19,573	\$17,020
Hourly Equivalent	\$14.00	\$13.91	\$13.80	\$13.63	\$11.86
Per Session	\$14.62	\$14.52	\$14.41	\$14.23	\$12.38
Family Worker A**	\$21,407	\$21,323	\$21,218	\$21,060	\$18,313
Hourly Equivalent	\$14.91	\$14.85	\$14.78	\$14.67	\$12.76
Per Session	\$15.57	\$15.51	\$15.43	\$15.32	\$13.32
Family Assistant (1)	\$21,830	\$21,780	\$21,698	\$21,561	\$18,749
Hourly Equivalent	\$15.21	\$15.17	\$15.12	\$15.02	\$13.06
Per Session	\$15.88	\$15.84	\$15.78	\$15.68	\$13.64
Family Assistant A- 1(1a)	\$22,121	\$22,097	\$22,043	\$21,911	\$19,053
Hourly Equivalent	\$15.41	\$15.39	\$15.36	\$15.26	\$13.27
Per Session	\$16.09	\$16.07	\$16.03	\$15.94	\$13.86
Family Assistant A-2 (2)	\$22,363	\$22,335	\$22,281	\$22,177	\$19,284
Hourly Equivalent	\$15.58	\$15.56	\$15.52	\$15.45	\$13.43
Per Session	\$16.26	\$16.24	\$16.20	\$16.13	\$14.02
Family Assistant B	\$23,103	\$23,103	\$23,079	\$23,053	\$20,046
Hourly Equivalent	\$16.09	\$16.09	\$16.08	\$16.06	\$13.96
Per Session	\$16.80	\$16.80	\$16.78	\$16.77	\$14.58
Family Associate (4)	\$26,420	\$26,420	\$26,420	\$26,420	\$22,974
Hourly Equivalent	\$18.40	\$18.40	\$18.40	\$18.40	\$16.00
Per Session	\$19.21	\$19.21	\$19.21	\$19.21	\$16.71
Parent Program Assist	\$27,910	\$27,910	\$27,910	\$27,910	\$24,270
Hourly Equivalent	\$19.44	\$19.44	\$19.44	\$19.44	\$16.91
Per Session	\$20.30	\$20.30	\$20.30	\$20.30	\$17.65

**Effective 05/11/09**

	<b>Before 9/9/1984</b>	<b>Between 9/9/1984 - 9/8/1985</b>	<b>Between 9/9/1985- 9/8/1986</b>	<b>Between 9/9/1986- 6/30/2004</b>	<b>Hired After 6/30/2004</b>
Family Worker	\$20,908	\$20,768	\$20,604	\$20,356	\$17,701
Hourly Equivalent	\$14.56	\$14.47	\$14.35	\$14.18	\$12.33
Per Session	\$15.21	\$15.10	\$14.98	\$14.80	\$12.87
Family Worker A**	\$22,263	\$22,176	\$22,067	\$21,902	\$19,045
Hourly Equivalent	\$15.51	\$15.45	\$15.37	\$15.26	\$13.27
Per Session	\$16.19	\$16.13	\$16.05	\$15.93	\$13.85
Family Assistant (1)	\$22,703	\$22,651	\$22,566	\$22,423	\$19,498
Hourly Equivalent	\$15.82	\$15.78	\$15.72	\$15.62	\$13.58
Per Session	\$16.51	\$16.47	\$16.41	\$16.31	\$14.18
Family Assistant A- 1(1a)	\$23,006	\$22,981	\$22,925	\$22,787	\$19,815
Hourly Equivalent	\$16.03	\$16.01	\$15.97	\$15.87	\$13.80
Per Session	\$16.73	\$16.71	\$16.67	\$16.57	\$14.41
Family Assistant A-2 (2)	\$23,258	\$23,228	\$23,172	\$23,064	\$20,056
Hourly Equivalent	\$16.20	\$16.18	\$16.14	\$16.07	\$13.97
Per Session	\$16.91	\$16.89	\$16.85	\$16.77	\$14.59
Family Assistant B	\$24,027	\$24,027	\$24,002	\$23,975	\$20,848
Hourly Equivalent	\$16.74	\$16.74	\$16.72	\$16.70	\$14.52
Per Session	\$17.47	\$17.47	\$17.46	\$17.44	\$15.16
Family Associate (4)	\$27,477	\$27,477	\$27,477	\$27,477	\$23,893
Hourly Equivalent	\$19.14	\$19.14	\$19.14	\$19.14	\$16.64
Per Session	\$19.98	\$19.98	\$19.98	\$19.98	\$17.38
Parent Program Assist	\$29,026	\$29,026	\$29,026	\$29,026	\$25,240
Hourly Equivalent	\$20.22	\$20.22	\$20.22	\$20.22	\$17.58
Per Session	\$21.11	\$21.11	\$21.11	\$21.11	\$18.36

\*Employees in this unit were annualized effective September 9, 1986.

\*\*Employed in title in the fall term of 1967 and continuously thereafter; or with a H.S. Equivalency Diploma.

Upon completion of two years of service, an employee hired on or after July 1, 2004, shall be paid the indicated minimum for the applicable title in effect on the two year anniversary of such employee's original date of appointment to the title.

- |      |                          |   |
|------|--------------------------|---|
| (1)  | Educational Requirement: | High School diploma, or high school equivalency diploma, and one year of experience in the program;   |
| (1a) | Educational Requirement: | 15 semester hours of approved college courses;  |
| (2)  | Educational Requirement: | 30 semester hours of approved college courses;  |
| (3)  | Educational Requirement: | 45 semester courses hours of approved college   |
| (4)  | Educational Requirement: | 60 semester hours of approved courses and two years of experience as a Family Assistant, or 90 semester hours of approved college courses and one year of experience in the program;  |
| (5)  | Educational Requirement: | 60 semester hours of approved college courses and three years of experience as a Family Assistant or Family Associate or both, or 90 semester hours of approved college courses and two years of experience in the program. |

Employees in the bargaining unit who were employed as of the last day of the program in June 1970 in any of the titles set forth above will be paid the rates specified above for the

respective titles based on the educational requirements in effect on that date.

Employees in the bargaining unit will advance to the next higher title upon satisfactorily completing the following requirements:

1. A Family Worker or Family Worker "A" with one year's experience in the program will be advanced to Family Assistant upon being awarded a high school diploma or a high school equivalency diploma.
  - 1a. A Family Assistant will be advanced to a Family Assistant "A-I" upon satisfactorily completing 15 semester hours of approved college courses.
2. A Family Assistant "A-I" or a Family Assistant will be advanced to Family Assistant "A-II" upon satisfactorily completing 30 semester hours of approved college courses.
3. A Family Assistant "A-I" or a Family Assistant "A-II" or a Family Assistant will be advanced to Family Assistant "B" upon satisfactorily completing 45 semester hours of approved college courses.
4. A Family Assistant "B" or a Family Assistant "A-II" or a Family Assistant "A-I" or a Family Assistant will be advanced to a Family Associate upon satisfactorily completing 60 semester hours of approved college courses and two years of service as a Family Assistant or a Family Assistant "A-I" or a Family Assistant "A-II" or a Family Assistant "B", or upon satisfactorily completing 90 semester hours of approved college courses and one year of service in the program.
5. A Family Associate will be eligible for assignment to Parent Program Assistant upon satisfactorily completing 60 semester hours of approved college courses and three years of service as a Family Assistant or a Family Assistant "A-I", or "A-II", or "B", or as a Family Associate. A Family Associate not having three years' experience as required in the preceding

sentence will be eligible for assignment to Parent Program Assistant upon satisfactorily completing 90 semester hours of approved college courses and two years of service as a Family Assistant or a Family Assistant "A-I" or "A-II" or "B", or as a Family Associate.

6. Employees in the titles listed in subparagraph A. above who work less than the entire work year (regular school year) or who are assigned to programs of less than the regular hours of work of 27.5 hours per week and employees who are assigned to programs comprised of more than the regular hours of work of 27.5 hours per week or more than the entire work year (regular school year) shall receive a pro-rated amount based on the hours worked in accordance with the following formula:

$$\frac{\text{Number of Hours Worked Per Week} \times \text{Annual Rate for the Applicable Title}}{27.5}$$

B. Longevity Increment

1. Effective October 1, 1985, employees with 15 years or more of "City" or Board of Education service in pay status shall receive a longevity increment of \$500 per annum.

2. Effective July 1, 1990, employees receiving the Longevity Increment pursuant to Section II of the 1984-87 Municipal Coalition Agreement shall receive an additional longevity increment of \$300 per annum. Employees who become eligible for the longevity increment on or after July 1, 1990 shall receive a longevity increment in the increased amount of \$800 per annum.

3. The rules for eligibility and applicability of longevity increment described in Subsection D shall be set forth in an appendix to this Agreement and be incorporated by reference herein.

C. Adjustment of Rates of Pay

1. The rates of pay shown in Section A above have been adjusted downward by 0.17 cents to reflect the agreement between the Board and the Union to permit the application of a part of the wage increase provided for in the 1980-1982 and the 1982-1984 Municipal Coalition Economic Agreement of June 1980 and June 1982 to fund the contribution of .07 cents per hour effective July 1, 1980 and .10 cents per hour effective July 1, 1983 which the Board is required to make to the District Council 37 Benefits Fund Trust pursuant to Article VIII, Section 3 of this Agreement.

2. Effective September 9, 1986, .08 cents of the .17 cents which the Board is required to make to the District Council 37 Benefits Fund Trust pursuant to Article VIII, Section 3 of this Agreement shall be used to fund annualized salaries in lieu of vacation reductions.

D. District Council 37 Memorandum of Economic Agreement Incorporation in this Agreement

The 2002 District Council 37 Memorandum of Economic Agreement entered into by the parties and effective as of July 1, 2002 is incorporated into this Agreement as applicable as required by Section 17 of the 2002 District Council 37 Memorandum of Economic Agreement.

The 2005 District Council 37 Memorandum of Economic Agreement entered into by the parties and effective as of July 1, 2005 is incorporated into this Agreement as applicable as required by Section 19 of the 2005 District Council 37 Memorandum of Economic Agreement.

The 2008 District Council 37 Memorandum of Economic Agreement entered into by the parties and effective as of March 3, 2008 is incorporated into this Agreement as applicable as required by Section 16 of the 2008 District Council 37 Memorandum of Economic Agreement.



ARTICLE IV  
WORK YEAR

The work year for employees in the bargaining unit will begin on the Wednesday before the opening of school in September and will end at the conclusion of the regular school year in June.

Employees assigned to programs which start at the beginning of the school year will report for orientation and work on the Wednesday before the opening of school in September and will be paid at their regular rates. Other employees will report for orientation and work on the day the program to which they are assigned starts, and will be paid at their regular rates.

ARTICLE V  
HOURS OF WORK

- A. Assignment to programs which in the 1974-75 school year required 5 hours of work per day, or 25 hours of work per week, shall be made for 5 hours and 30 minutes per day or 27 1/2 hours per week.
- B. Assignment to programs which in the 1974-75 school year required 6 hours of work per day, or 30 hours of work per week, shall be made for no less than 27 1/2 hours per week.
- C. Assignment to programs shall be made for no less than 20 hours per week for paraprofessionals who are not covered by Section A or B of this Article, effective at the start of the 1977-78 school year.

Where an exception to the 20 hours per week assignment may be appropriate, the Board and the Union shall meet with the aim of reaching an agreement as to the disputed assignment. Either party may file directly at arbitration a dispute arising under this paragraph.

ARTICLE VI

HOLIDAYS

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

ARTICLE VII

VACATIONS AND SUMMER PAYMENTS

A. Employees in the bargaining unit will be given the following vacations with pay at their regular rate:

1. The Christmas school recess, and the Spring school recess.
2. Ten days of vacation at the conclusion of school in June. The ten days of vacation shall be pro-rated at the rate of one day of vacation for each month, or major portion thereof, of service during the school year.

Christmas Day, New Years Day and Good Friday are not deemed vacation days but are included in paid holidays under Article VI.

3. Employees hired on or after July 1, 2004 will receive the following days of vacation at the conclusion of school in June.

<u>Years of Service</u>	<u>Vacation</u>
1	8
2	8
3	9
4	9
5+	10



ARTICLE VIII

WELFARE FUND AND IN-SERVICE/CAREER TRAINING

A. 1. Effective **September 9, 2005**, the Board will provide funds to the DC 37 Benefits Fund Trust at the rate of **\$1,575** per year on a pro rata basis per month on behalf of each full-time per annum employee (prorated for part-time employees and further prorated for employees compensated on a monthly basis), whether a member of the Union or not, who regularly works in any of the titles in this unit for 20 or more hours per week, for the purpose of making available welfare benefits for each such employee under a welfare plan established and administered pursuant to a supplemental agreement entered into between the Board and the Union. Of this amount, \$100 is in accordance with Section 8 of the 2005 Health Benefits Agreement. During this period, the \$65 increase implemented in accordance with the terms of Sections 6 (a) (b) and (d) and 7 of the 2004 Health Benefits Agreement, shall be suspended in accordance with Section 7 (c) of the 2005 Health Benefits Agreement.

2. From **January 1, 2006** through **June 30, 2006**, the Board will provide funds at the rate of **\$1,640** per year on a pro rata basis per month on behalf of each full-time per annum employee (prorated for part-time employees and further prorated for employees compensated on a monthly basis), whether a member of the Union or not, who regularly works in any of the titles in this unit for 20 or more hours per week, for the purpose of making available welfare benefits for each such employee under a welfare plan established and administered pursuant to a supplemental agreement entered into between the Board and the Union. Of this amount, the increase of \$65 will be reactivated contingent upon the terms of Sections 6 (a) (b) and (d) and 7 (a) and (b) of the 2005 Health Benefits Agreement. In addition, the sum of \$100 is in accordance with Section 8 of the 2005 Health Benefits Agreement. This \$100 sum shall remain in effect through June 30, 2006 only.

3. From **July 1, 2006** through **September 8, 2006**, the Board will provide funds at the

rate of **\$1,540** per year on a pro rata basis per month on behalf of each full-time per annum employee (prorated for part-time employees and further prorated for employees compensated on a monthly basis), whether a member of the Union or not, who regularly works in any of the titles in this unit for 20 or more hours per week, for the purpose of making available welfare benefits for each such employee under a welfare plan established and administered pursuant to a supplemental agreement entered into between the Board and the Union. Of this amount, \$65 shall continue in accordance with the terms of Sections 6 (a) (b) and (d) and 7 (a) and (b) of the 2005 Health Benefits Agreement.

4. Effective **September 9, 2006**, the Board will provide funds at the rate of **\$1,640** per year on a pro rata basis per month on behalf of each full-time per annum employee (prorated for part-time employees and further prorated for employees compensated on a monthly basis), whether a member of the Union or not, who regularly works in any of the titles in this unit for 20 or more hours per week, for the purpose of making available welfare benefits for each such employee under a welfare plan established and administered pursuant to a supplemental agreement entered into between the Board and the Union. Of this amount, \$100 is in accordance with Section 10 of the 2005 DC 37 Memorandum of Economic Agreement.

5. Effective November 1, 2006, there shall be a one-time payment in the amount of \$166.67 on behalf of each full-time active member who is receiving benefits on November 1, 2006, in accordance with Section 10 of the 2005 DC 37 Memorandum of Economic Agreement.

6. Effective July 1, 2009, there shall be a one-time payment in the amount of \$200.00 on behalf of each full-time active member who is receiving benefits on July 1, 2009, in accordance with the 2009 Health Benefits Agreement.

7. The per annum contribution rates paid on behalf of eligible part-time per annum, hourly paid, per session and per diem Employees and Employees whose normal work year is less than a full calendar year shall be adjusted in the same proportion heretofore utilized by the parties for all

such Employees as the per annum contributions rates are adjusted in Section 10(a) of the 2005 DC37 Memorandum of Economic Agreement, the 2005 Health Benefits Agreement, and the 2009 Health Benefits Agreement, for full-time employees.

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

9. Effective September 9, 1980, the Board shall contribute .07 cents per hour and effective September 9, 1983, the Board shall contribute .10 cents per hour for a total of .17 cents per hour to the District Council 37 Benefits Trust Fund for each hour paid including the hours reflected in summer payments. Payments shall be made in quarterly installments. This amount is in addition to the contribution in Section 3 of this Article.

10. Effective September 9, 1986, .08 cents of the .17 cents which the Board is required to make to the District Council 37 Benefits Fund Trust pursuant to Article VIII, Section 3 of this Agreement shall be used to fund annualized salaries in lieu of vacation reductions.

B. IN-SERVICE/CAREER TRAINING

It is the joint purpose of the parties that employees in the bargaining unit be afforded an opportunity to qualify for advancement to professional positions with the Board of Education

through experience and through appropriate undergraduate in-service/career training at an accredited college. To achieve this purpose, the Board will make available each school year to all employees covered by this Agreement, six semester hours of career training each semester and six additional semester hours of career training during the summer, each semester hour being equivalent to one credit, and it is further agreed that:

1. School-Year Training

a. The Board will grant each college semester to bargaining unit employees having a work program of 25 hours per week released time of two hours per week with pay for study at an approved college or for high school equivalency training, provided that in that semester the employee is enrolled for and completes a total of at least five semester hours of such study or training.

b. The Board will grant each college semester to bargaining unit employees having a work program of 27-1/2 hours per week released time of 2-1/2 hours per week with pay for study at an approved college or for high school equivalency training, provided that in that semester the employee is enrolled for and completes a total of at least five semester hours of such study or training.

c. The Board will grant each college semester to bargaining unit employees having a work program of 30 hours or more per week released time of three hours per week with pay for study at an approved college or for high school equivalency training, provided that in that semester the employee is enrolled for and completes a total of at least six semester hours of such study or training.

d. Employees in the bargaining unit having a work program of 20 hours per week will be paid for an additional two hours per week for time spent during a college semester in

approved college study or high school equivalency training, provided that the employee is enrolled for and completes in the semester a total of at least four semester hours of such study or training.

2. Summer Training

a. In the summer the Board will make available to all employees covered by this Agreement having a high school or high school equivalency diploma, a six-week college summer career training program. For those employees not having a high school or high school equivalency diploma, the Board will make available a six-week high school equivalency summer service/career training program.

b. The Board will pay a stipend of \$40.00 per week to each employee who regularly works 27-1/2 hours per week during the spring semester or who is recalled from layoff to such an assignment during the spring semester for satisfactory attendance in the summer in-service/career training program shall not receive the stipend.

c. Employees who work for the Board of Education while in attendance in the summer in-service/career training program shall not receive the stipend.

d. Effective with the summer of 1977, a paraprofessional who enrolls in the high school equivalency summer in-service/career training program for two summers and does not pass the examination shall not be eligible for the stipend in the succeeding summers for the high school equivalency summer in-service/career training program.

e. The stipend for satisfactory attendance in the college inservice/summer career training program shall be paid to employees who enroll for six credits during the summer.

3. Other Provisions

a. Beginning with the Summer 1977 in-service/career training program, the



following shall apply:

1. Paraprofessionals must enroll for and complete at least three credits of study during each semester in which they enroll in the program.

2. Paraprofessionals must apply for available tuition assistance applicable to the semester in which they are enrolled in the inservice/career training program, provided that, in so doing, the cost of the program to the Board will be reduced. The amount of tuition assistance received by paraprofessionals or on their behalf shall be paid to the Board.

3. The Board shall provide \$140.00 per semester for each enrollee in the college in-service/career training program, provided that the paraprofessional makes a good faith effort to complete the course or courses in which he/she is enrolled.

4. Unless there are extenuating circumstances, the Board shall be entitled to recover from a paraprofessional who fails to apply for tuition assistance, except when he is excused from applying under the terms of paragraph 2 above, or who fails to complete the course or courses in which he/she is enrolled, the amount of the expenses incurred by the Board and attributable to the incompleting course or courses, or attributable to the failure to apply for the tuition assistance.

5. The Union shall administer the in-service/career training program. However, the Board shall maintain the right of access to any and all information and facilities as may be necessary to insure compliance with this Agreement.

ARTICLE VIII

ANNUITY FUND

a. Effective June 1, 1999, the parties agree to establish an annuity fund for all employees covered by this Agreement.

b. DEFINITIONS:

covered title: A title that is covered by this Agreement for whom the certified bargaining agent has executed a written election to be covered by the annuity fund provisions set forth in Section 6(a) of the 1995 MCMEA.

scheduled days off: An employee's regular days off ("RDOs"). For example, Saturday and Sunday would be the scheduled days off for a full-time per annum employee working a Monday through Friday schedule.

c. One-Time Lump Sum Payment

i. To be eligible for said annuity fund payment, an employee must meet all of the following criteria:

(1) An employee must be serving in a title covered by this Agreement on June 1, 1999. Any employee who is not serving in a title covered by this Agreement on June 1, 1999, shall be ineligible for any annuity fund benefit or pro rata share thereof, regardless of prior service in a covered title. However, an employee serving in a covered title on June 1, 1999, shall have any service in either a covered or non-covered title during the qualifying period set forth in Section (c)(i)(3) deemed qualifying service.

(2) An employee must be in active pay status on June 1, 1999.

(3) An employee must have been in active pay status in either a covered or non-covered title during all or part of the period June 1, 1996 through May 31, 1997 (the "qualifying period").

ii. Contributions on behalf of covered employees shall be remitted by the Board to a mutually agreed upon annuity fund no later than October 1, 1999, subject to the terms of this Agreement.

- (1) The Board shall pay into the fund on behalf of covered full-time per annum and full time per diem employees a daily amount of two (2) dollars for each paid working day up to a maximum of \$522 per annum.
  - (2) For covered employees who work less than the number of hours for their full-time equivalent title, the Board shall pay into the fund a daily amount of two (2) dollars for each paid working day based on a prorated amount which is calculated against the number of hours associated with their full-time equivalent title, up to a maximum of \$522 per annum..
  - (3) For those covered employees who are appointed on a seasonal basis, the employer shall pay into the fund a daily amount of two (2) dollars for each paid working day up to a maximum of \$522 per annum.
  - (4) For school-based 12-month employees who work at the Board of Education, the employer shall pay into the fund a daily amount of two (2) dollars for each paid working day up to a maximum of \$522.
  - (5) For school-based 10-month employees who work at the Board of Education, the employer shall pay into the fund a daily amount of two (2) dollars for each paid working day up to a maximum of \$522 per annum.
  - (6) For school-based employees who work part-time at the Board of Education, and for all other part-time employees who work less than the number of hours for their full-time equivalent title, the employer shall pay into the fund a daily amount of two (2) dollars for each paid working day based on a prorated amount which is calculated against the number of hours associated with their full-time equivalent title, up to a maximum of \$522 per annum.
  - (7) The eligibility for payments set forth in this Section (c) shall be based on working days between June 1, 1996 and May 31, 1997.
- d. For the purpose of Sections (c), excluded from paid working days are all scheduled days off, all days in non-pay status, and all paid overtime. "All days in non-pay status" as used in this Section (d) shall be defined as including, but not limited to, the following:
- i. time on preferred or recall lists;
  - ii. time on the following approved unpaid leaves:
    - (1) maternity/child care leave;

- (2) military leave;
  - (3) unpaid time while on jury duty;
  - (4) unpaid leave for union business pursuant to Executive Order 75;
  - (5) unpaid leave pending workers' compensation determination;
  - (6) unpaid leave while on workers' compensation option 2;
  - (7) approved unpaid time off due to illness or exhaustion of paid sick leave;
  - (8) approved unpaid time off due to family illness; and
  - (9) other pre-approved leaves without pay;
- iii. time while on absence without leave;
  - iv. time while on unapproved leave without pay; or
  - v. time while on unpaid suspensions.

#### ARTICLE IX

#### OPPORTUNITY FOR SUMMER WORK

Summer work at their regular schedule of hours which may be available in their titles in the district shall be given to applicants in the bargaining unit in order of seniority.

For the purpose of this Article, seniority is defined as length of service as a paraprofessional employee in the bargaining unit in the district.

Summer work shall be paid at the rates specified in Article III.

ARTICLE X  
HEALTH INSURANCE

A. The Board will provide employees covered by this Agreement who regularly work 20 hours or more a week from September through June and who return to work the following September with health insurance coverage on a 12-month basis.

B. Effective July 1, 1977, employees who are laid off and who are covered by a health and hospital insurance plan at the time they are laid off shall continue to be so covered for ninety days from the day on which they are laid off, and the Board will pay the full cost of such coverage.

ARTICLE XI  
SICK LEAVE

a. Employees will be granted one-day's sick leave with pay for each month of work during the regular school year. Unused sick leave shall be cumulative from month to month during the school year and from year to year up to a maximum of 145 days.

For employees hired on or after July 1, 2004, the monthly sick leave accrual will be .8333 (10/12) days, with a maximum sick leave accrual during the school year of 8.33 days for the first five (5) years of service. At the beginning of the sixth year of service, employees will be granted one-day's sick leave with pay for each month of work during the regular school year.

i) Paraprofessionals will be allowed to use one of such sick days per year for personal business provided that reasonable advance notice is given to the head of the school and/or supervisor. Days off for personal business are intended to be used for personal business which cannot be conducted on other than a school day and during other than school and/or work day hours.

ii) Employees may use one day per year from their sick leave balances for the care of ill family members. Effective July 1, 2004, employees may use three days per year from their sick leave balances for the care of ill family members. Approval of such leave is discretionary with the supervisor and proof of such disability must be provided by the employee, satisfactory to the supervisor within (5) five working days of the employee's return to work.

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

b. Employees whose sick leave allowance is exhausted shall have the right to apply to the Personnel Board to borrow against future sick leave in accordance with applicable administrative regulations.

c. Information on accumulated sick leave will be given to each employee, in writing, once a year.

d. Paraprofessionals serving in schools shall not suffer loss of sick leave 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).

e. Employees with two years of service who leave for reasons of illness shall, subject to approval of the Medical Board, be entitled to return within one year on the basis of seniority and shall regain the seniority and other rights they had before leaving.

f. Employees who work during the summer will be granted one day of sick leave with pay for each month of work or major portion thereof, except that employees hired on or after July 1, 2004 shall be granted .833 days for each month of work for the first five (5) years of service. Sick

leave days so earned are cumulative from month to month during the summer. Unused sick days earned during the summer shall be carried over to the regular school year up to the 145 day maximum.

- g. Sick leave may be used in units of one hour.

ARTICLE XII  
LAYOFF AND RECALL

A. Definitions

Seniority shall be defined as length of service as a paraprofessional employee in the bargaining unit in the district, or in the case of high schools, in the borough.

Should there be any program operated under the purview of the City Board (other than high schools or Special Education), a separate city-wide seniority list shall be established for that program for the purposes of layoff and recall.

An "available position" as used herein is a new or vacant position or the position of a paraprofessional on leave.

Employees who have served as School Aides, Film Inspection Assistants or Hourly School Lunch Helpers, and who are accepted for positions covered by this Agreement in the same district or borough (if a high school) shall be credited with their accumulated seniority in their previous titles up to one year for purposes of layoff and recall only.

B. Layoff and Excessing

In the event of layoff of employees in the bargaining unit because of lack of work, the employee with the least seniority in the district, or in the case of high schools and Special Education in the borough, shall be selected for layoff except that an employee who would otherwise be laid off

on the basis of seniority may be retained only if and so long as he/she is performing duties which no other more senior employee is qualified to perform.

When two or more employees with an identical seniority date in the bargaining unit are scheduled for layoff and recall, a lottery drawing shall be held to determine selection of the employee to be laid off. The Union representative shall be present at the lottery drawing. Only one such lottery drawing shall be necessary to determine seniority for the list.

If the need should arise to excess employees from one location to another, the employee or employees selected for that action will be the employee or employees with the least seniority in the district, or in the case of high schools or special education, in the borough, from the group of employees in the location where the excessing is to take place.

C. Recall

Recall of employees who are laid off because of lack of work shall be made to available positions in the bargaining unit in the district, or in the case of high schools and Special Education in the borough, on the basis of greatest seniority except that:

(1) Available positions as Parent Program Assistant shall be offered first to employees who had the title of Parent Program Assistant at the time of layoff on the basis of greatest seniority in that title, and

(2) An employee with less seniority may be recalled if he/she is required to perform duties that a more senior employee on layoff is not qualified to perform.

D. Retention of Seniority

An employee in the bargaining unit who is laid off because of lack of work and who is recalled within four years shall regain the seniority he/she had and shall be credited with the



accumulated sick leave to which he/she was entitled at the time he/she was laid off. An employee who is not recalled within four years shall be considered terminated.

E. Notice of Layoff

Employees and the Union will be given ten working days notice of layoff except for compelling reasons. The Union will be given twenty working days notice of a mass layoff at a school except for compelling reasons.

F. Exceptions to this Article, based on qualifications, shall have the prior approval of the Community Superintendent or for the high schools of the appropriate Assistant Superintendent or for Special Education, the Executive Director. Grievances arising out of such exception shall be appealable directly to Step 3 of the expedited grievance procedure. If a grievance arising from such exception is appealed to the Grievance Panel, such appeal shall take precedence over all other scheduled appeals.

G. If the Community Superintendent or the Executive Director of the Division of High Schools approves such exception specifically for the purpose of layoff or recall of a more or less senior employee that employee shall file a Step 3 grievance within two days of knowledge of that decision and the Board of Education shall schedule a hearing and render a decision within four school days. If the Step 3 award is unsatisfactory to the employee an arbitration hearing will be scheduled and a decision rendered within ten calendar days.

H. Temporary Assignment

Employees who are laid off in a district shall be considered for temporary employment in programs operated centrally before any new employee is hired in such programs, until they are recalled. Upon being recalled to their district they shall regain only the seniority they had when

they were laid off.

Lists of laid off employees will be disseminated to the districts.

### ARTICLE XIII

#### POLICY CONCERNING APPLICATIONS FOR POSITIONS

A. Employees may apply for positions in the bargaining unit in schools within the district, or in the case of high schools and Special Education schools in the borough, other than the one in which they are serving. An employee with more than the equivalent of one school term of continuous service who applies in writing for an opening will be interviewed and, if deemed qualified, will be given preference over applicants outside the school system or employees on layoff for employment in another school.

An "opening" is a vacancy created by the termination or transfer of a regularly employed employee or a new position to the work location or a position in a newly constructed work location, except that openings created by a transfer shall not be subject to the posting requirements of this Article and shall be available only to those employees who have an existing application for transfer to the school in question on file with the District office, or for High schools with the Division of Personnel, and for Special Education with the Division of Special Education.

Exceptions to this Article, based on qualification must have the prior approval of the Community Superintendent or for high schools of appropriate Assistant Superintendent. Grievances arising out of such exceptions shall be appealable directly to Step 3 of the expedited grievance procedure. If a grievance arising from such exception is appealed to the Grievance Panel, such appeal shall take precedence over all other scheduled appeals.

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

All openings in the district shall be posted in each school in the district for seven school days.

B. Employees in the bargaining unit are to be given consideration for filling vacancies as School Substance Abuse Prevention and Intervention Specialist, School Neighborhood Workers, Community Assistant, Community Associate, and Community Coordinator titles.

#### ARTICLE XIV

#### DAMAGE OR DESTRUCTION OF PROPERTY

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

The Board will reimburse paraprofessionals 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.

Paraprofessionals will also be reimbursed for loss or damages or destruction, while on official duty on field assignments, of personal property of a kind normally worn or carried on duty when such loss results from force or violence reported to the police.

Reimbursement will be limited to a total of \$100.00 in any school year; will only be made when the paraprofessional has not been negligent; and will be granted to the extent that such loss is not covered by insurance.

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

## ARTICLE XV

### ASSAULT AND INJURY IN THE LINE OF DUTY

#### A. Disability Benefits

A leave of absence with pay and without charge to time allowance, for a period not to exceed one calendar year, shall be granted, subject to established administrative practices, upon the determination of the Chancellor that the employee has been physically disabled because of an assault made upon him/ her during the performance of his/her official duties.

#### B. Assistance in Assault Cases

1. The principal shall report as soon as possible but within 24 hours to the Office of Legal Services and to the Chief Administrator of School Safety that an assault upon a paraprofessional has been reported to him/her. The principal shall investigate and file a complete report as soon as possible to the Office of Legal Services and to the Chief Administrator of School Safety. The full report shall be signed by the paraprofessional to acknowledge that he/she has seen the report and he/she may append a statement to such report.

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

3. The Office of Legal Services shall notify the paraprofessional of its readiness to assist the paraprofessional as follows: by obtaining from police and from the principal relevant information concerning the culprits; by accompanying the paraprofessional in court appearances;

and by acting in other appropriate ways as liaison between the paraprofessional, police and the courts.

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

4. Should the Office of Legal Services fail to provide an attorney to appear with the paraprofessional in Family Court, the Board will reimburse the paraprofessional if he/she retains his/her own attorney for only one such appearance in an amount up to \$40.00.

5. An assaulted paraprofessional who presses charges against his/ her assailant shall have his/her days of court appearance designated as nonattendance days with pay.

#### ARTICLE XVI

#### PAYMENT OF DEATH BENEFIT FOR EMPLOYEE WHO DIES FROM INJURY INCURRED IN COURSE OF EMPLOYMENT

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

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

ARTICLE XVII  
EXCUSABLE ABSENCES WITH PAY

Employees will be excused with pay as follows for absence during working hours subject to established administrative practices:

1. Absence not to exceed four working sessions in the case of death in the immediate family. The Personnel Board may excuse additional absence when such absence is necessary because of the attendance at the funeral of a relative in the immediate family at a place remote from the City of New York. The term "immediate family" includes a parent, child, brother, sister, grandparent, grandchild, husband, wife or parent of a husband or wife, or any relative residing in the employee's household. Effective March 1, 1993, bereavement leave shall be granted for the death of "domestic partner" pursuant to the terms set forth in the Board of Education Personnel Memorandum 62, 1991-92.

2. Absence for Jury Duty: the employee excused for jury duty shall endorse the check for services rendered as a juror to the Administrator of Business Affairs. Otherwise there shall be deducted from his/her salary an amount equal to the sum he/she is entitled to receive from the appropriate governmental agency for his/her performance of such jury duty.

3. Absence of no more than one session for each of the following purposes: receiving a degree from a college or university; attending the graduation of an employee's child from an eight-year elementary school, or from a junior high school, or from a high school or from a college. Absence for attendance at graduations which occur during working hours only will be excused.

ARTICLE XVIII

LONG TERM ABSENCES WITHOUT PAY

A. An employee with two (2) or more years of service who leaves for reasons of maternity and returns to employment in the district within four (4) years shall regain the seniority she had at the time she left, and shall be credited with the accumulated sick leave to which she was entitled at the time she left less the sick days used while on absence for maternity.

Employees shall be covered by the regulations governing leaves of absence for maternity and/or child care for members of the administrative (non-pedagogical) staff. The Board shall make every effort to assign employees returning from an authorized leave of absence to their former job assignment no later than the start of the following school term.

Employees with two (2) or more years of service who leave for reasons of illness shall, subject to approval of the Medical Board be entitled to return within one (1) year on the basis of seniority and shall regain the seniority and other rights they had before leaving including such accumulated sick leave as was not used for the illness from which they return. Any leave granted under this Section may, subject to approval of the Medical Board, be extended for a period of one (1) additional year. The Board shall make every effort to assign employees returning from an authorized leave of absence to their former job assignment no later than the start of the following school term.

Employees with two (2) or more years of service who leave for reason of illness in the immediate family shall be entitled to return within one (1) year on the basis of seniority and shall regain the seniority and other rights they had before leaving including such accumulated sick leave as was not used prior to the leave of absence. For the purpose of this paragraph the term

"immediate family" includes a parent, child, spouse, or parent of a spouse. The Board shall make every effort to assign employees returning from an authorized leave of absence to their former job assignment no later than the start of the following school term.

All applications pursuant to the foregoing provisions of this Article shall be forwarded to the Personnel Board for approval with proper medical documentation attached.

B. An employee with three or more years of service who leaves for approved study and returns to employment in the district within one year shall regain the seniority he/she had at the time he/she left and shall be credited with the accumulated sick leave to which he/she was entitled at the time he/ she left. The Board shall make every effort to assign employees returning from an authorized leave of absence to their former job assignment no later than the start of the following school term.

ARTICLE XIX  
RETIREMENT CREDIT

The Board will adopt a resolution recommending to the Teachers' Retirement Board and to the Board of Education Retirement System that employees in the bargaining unit who become teachers in the New York City school system and members of the Teachers' Retirement System of the City of New York or who become administrative employees in the Board of Education and members of the Board of Education Retirement System be given pension credit for their prior service with the Board as paraprofessional employees.

The Board will recommend to the Mayor that employees in the bargaining unit who become eligible for membership in a retirement system of any mayoral or other city agency be given pension credit for their prior service with the Board as paraprofessional employees.



## ARTICLE XX

### SAFETY

Paraprofessionals will be covered by the safety plan developed for the school and by the appeal procedures as described below.

A complaint by a paraprofessional that there has been a violation of the plan as to him/her, may be made to the principal, orally or in writing, as promptly as possible.

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

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

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

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

The Chief Administrator of School Safety shall render his/her decision in writing to the paraprofessional within 48 hours after receiving the appeal. If a hearing is requested, it shall be held within 48 hours and the decision shall be rendered within 48 hours after the close of the hearing. The decision of the Chief Administrator of School Safety shall be final and binding.

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

ARTICLE XXI  
COMPLAINT AND GRIEVANCE PROCEDURES POLICY

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

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

INFORMAL COMPLAINT PROCEDURE

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

The employee should request an opportunity to discuss the matter, and the supervisor should arrange for the discussion at the earliest possible time. At such informal discussion, the

employee may be accompanied by a Union representative or by another employee in the unit who is not an official or agent of another employee organization. The Union representative shall be the steward at the school or a Union staff representative.

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

#### FORMAL GRIEVANCE PROCEDURE

If the matter has not been disposed of informally, an employee having a complaint concerning any condition of employment within the authority of the Board of Education may, within a reasonable period not to exceed 75 days following the action complained of, present such complaint as a grievance in accordance with the provisions of this grievance procedure. Complaints concerning matters which are not within the authority of the Board should be presented in accordance with the review procedures of the agency having authority over such matters.

The grievance procedure does not apply to complaints as to out-of-title work. Complaints as to out-of-title work are to be referred to the Executive Director of Personnel or his/her designee.

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

The Union has the right to initiate or appeal a grievance involving alleged violation of any term of this agreement. Such grievance shall be initiated with the community or assistant superintendent or with such other Board official as may be appropriate. Grievances arising from the action of officials other than the head of a school shall be initiated with and processed by such officials in accordance with the provisions of Step 2 of this grievance procedure.

#### Expedited Grievance Procedure

Grievances arising out of exceptions to seniority for layoff and recall shall be filed by the

aggrieved employee within two days from knowledge of the decision and the Board of Education shall schedule a hearing and render a decision within four school days. If the Step 2 award is unsatisfactory to the employee he/she may file for arbitration and a hearing will be scheduled and a decision rendered within ten calendar days.

Following is the procedure for presentation and adjudgment of grievances:

#### School Level (Step 1)

The employee shall initiate the grievance at Step 1 with the head of the school as the Board representative.

#### District Level (Step 2)

If the grievance is not resolved at the first step, the employee may then appeal the grievance within 15 school days after receipt of the Step 1 decision to the community superintendent as the Board representative at Step 2 (for elementary and junior high schools) or to an assistant superintendent in the Office of High Schools or to the Executive Director.

#### Board Level (Step 3)

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

#### Representation

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

a Union staff representative or the steward who represented the employee at Step 1, or both.

### Conferences and Decisions

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

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

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

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

If a satisfactory resolution is not reached or if a decision is not rendered within the time limit at Step 2 and 3 the employee may appeal the grievance to the next higher step.

A Union-initiated grievance may be appealed by the Union to the next higher step of the grievance procedure.

#### APPEAL TO THE GRIEVANCE PANEL (STEP 4)

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

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

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

The Panel shall set a hearing date for the appeal that is within 30 days following receipt of the appeal, and issue a decision within 30 days following the close of the hearing.

Appeals involving exceptions to seniority based on qualifications shall take precedence over all other appeals.

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

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

law.

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

With respect to all other grievances, if the grievance is not resolved by unanimous agreement of the Panel members and the employee at the conference, then a report and majority recommendation of the Panel shall be transmitted by the chairman to the Chancellor. No minority report shall be transmitted by Panel members. Within ten school days after the date the report and recommendation are received by the Chancellor, he shall indicate whether he will accept the Panel's recommendation. Unless the Chancellor disapproves the recommendation within ten school days after the date it is received by him, the recommendation shall be deemed to be his decision.

A recommendation of the Panel which has been approved by the Chancellor within the ten-day limit specified above, shall be communicated to the aggrieved employee. If the Chancellor decides to disapprove a recommendation of the Panel, he shall notify the aggrieved employee and the Panel of his decision.

The provisions of the formal grievance procedure outlined above shall not be available for the use of employees with less than the equivalent of one school term of continuous service.

## ARTICLE XXII

### DISCHARGE REVIEW PROCEDURES

It is the policy of the Board that the discharge of an employee should be based on good and

sufficient reason and that action should be taken by the supervisor having such authority only after he/she has given due consideration to the matter.

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

Such procedure will initiate at Step 2 of the expedited grievance procedure.

ARTICLE XXIII  
PERSONNEL FOLDERS

Employees shall receive a copy of any evaluatory statement of their work performance or conduct which is placed in their permanent personnel folder. Employees shall be given an opportunity to answer any such evaluatory statement placed in their folder, and their written answer shall be attached to the evaluatory statement in the folder.

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

ARTICLE XXIV  
PAY PRACTICES

The Board will recommend to the Comptroller of the City of New York that he/she itemize



more fully employee paychecks and that he/she provide accompanying explanations when lump sum payments are made.

In the event that any payment is not paid on the date due under the Municipal Coalition Agreement, such payment when made shall be paid retroactive to such date due.

ARTICLE XXV  
INFORMATION AT THE SCHOOL

- A. All official Board of Education circulars which deal with the working conditions or the welfare of employees covered by this Agreement shall be posted promptly.
- B. A copy of the updated district seniority list for employees in the bargaining unit shall be posted in each school in the district within four weeks of the start of the term. A copy shall be given to the Union steward, and to the Union district representative.

ARTICLE XXVI  
CHECK-OFF

A. Exclusive Check-Off Privilege

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

B. Dues Check-Off on Transfer

The Board will honor, in accordance with their terms, the written authorizations for the deduction of dues on behalf of the Union, properly executed by individuals while employed by the

City of New York, who thereafter transfer directly to employment with the Board in the unit covered by this Agreement.

C. Dues Check-Off Information

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

ARTICLE XXVII

CONSULTATION WITH UNION COMMITTEE

A. Appropriate representatives at Board headquarters level and representatives of the Union shall meet once a month during the school year or at the request of the Union to consult on matters of paraprofessional policy and on questions relating to the implementation of this Agreement and affecting employees covered by this Agreement.

B. The Community or Assistant Superintendent, or his/her designee, will meet with Union representatives at reasonable times during the year upon request of the Union to consult on matters of mutual concern relating to paraprofessional policy.

ARTICLE XXVIII

JOINT COMMITTEES

1. The Board and the Union shall establish a joint committee to review and consider

appropriate staff development programs for new and experienced paraprofessionals.

2. Committees composed equally of representatives of the Board and the Union shall be established at the central, district and division levels to review and reduce unnecessary paperwork required of employees.

Any proposed additional paperwork shall be reviewed by the appropriate level committee and such committee may make recommendations to the Chancellor, community superintendent or division head as appropriate. The Board shall not act unreasonably on the committees' recommendations.

ARTICLE XXIX  
UNION MEETINGS

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

ARTICLE XXX  
RESTRICTION ON UNION ACTIVITIES

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

representatives.

B. The paraprofessional chapter chairperson shall be allowed one day per week for investigation of grievances and for other appropriate activities relating to the administration of this Agreement and to the duties of his/her office.

ARTICLE XXXI  
MATTERS NOT COVERED

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

ARTICLE XXXII  
CONFORMITY TO LAW - SAVING CLAUSE

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

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

C. If the Board delegates any of its authority or functions to a community school board, the terms of this Agreement, insofar as applicable, shall be binding upon the community school board to the extent permitted by law.

ARTICLE XXXIII  
COPY OF AGREEMENT

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

ARTICLE XXXIV  
NO-STRIKE PLEDGE

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

ARTICLE XXXV  
DEFINITIONS

1. Wherever the term "semester hours" is used in this Agreement, it shall mean college credits.
2. Whenever the term "Board" is used in the Agreement, it shall mean the City Board, it being understood, nevertheless, that this contract is binding on all community school boards in accordance with Section 2590 of the Education Law.
3. Wherever the term "complete(s)" is used in Article VIII of this Agreement, it shall mean that the paraprofessional has received a grade of A, B, C, D, F, or Pass.

ARTICLE XXXVI

NOTICE - LEGISLATIVE ACTION

The following Article is required by the Public Employees Fair Employment Act, as amended by Section 204a, approved March 10, 1969:

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XXXVII

DURATION

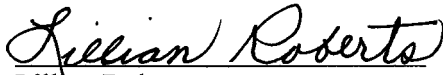
This Agreement shall become effective as of September 9, 2005, and shall continue in full force and effect until May 10, 2010.

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

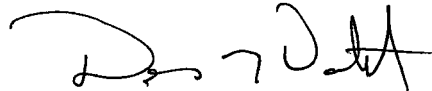
SIGNATORIES

Dated:

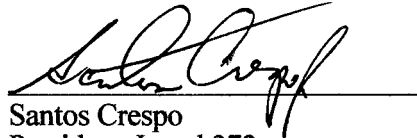
New York, New York



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



Dennis M. Walcott  
Chancellor  
Board of Education of the  
City School District of  
the City of New York



Santos Crespo  
President, Local 372  
District Council 37  
American Federation of State, County,  
And Municipal Employees, AFL-CIO

## APPENDIX A

### LONGEVITY INCREMENT ELIGIBILITY RULES

The following rules shall govern the eligibility of employees for the longevity increments provided for in Section 11 of the 1984-1987 MCEA and Section 11 of the 1987-1990 District Council 37 Economic Agreement:

1. Only service in pay status shall be used to calculate the fifteen years of service, except that for other than full-time per annum employees only a continuous year of service in pay status shall be used to calculate the fifteen years of service. A continuous year of service shall be a full year or service without a break or more than thirty-one days. Where the regular and customary work year for a title is less than a twelve month year such as a school year, such regular and customary year shall be credited as a continuous year of service counting towards the fifteen years of service. If the normal work year for an employee is less than the regular and customary work year for the employee's title, it shall be counted as a continuous year of service if the employee has customarily worked that length of work year and the applicable agency verifies that information.

2. Service in pay status prior to any breaks in service of more than one year shall not be used to calculate the fifteen years of service. Where an employee has less than seven years of continuous service in pay status, breaks in service of less than one year shall be aggregated. Where breaks in service aggregate to more than one year they shall be treated as a break in service of more than one year and the service prior to such breaks and the aggregated breaks shall not be used to calculate the fifteen years of service. No break used to disqualify service shall be used more than once.

3. The following time in which an employee is not in pay status shall not constitute a break in service as specified in paragraph 2 above.

a. Time on a leave approved by the proper authority which is consistent with the rules and regulations of the Personnel Director or the appropriate personnel authority of a covered organization.



- b. Time prior to a reinstatement.
- c. Time on a preferred list pursuant to Civil Service Laws Sections 80 and 81 or any similar contractual provision.
- d. Time not in pay status of thirty-one days or less.

Notwithstanding the above, such time as specified in subsections a, b and c above shall not be used to calculate the fifteen years of service.

4. Once an employee has completed the fifteen years of "City" service in pay status and is eligible to receive the \$500, the \$300 or \$800 shall become part of the employee's base rate for all purposes except as provided in paragraph 5 below.

5. The \$500, \$300 and \$800 longevity increment shall not become pensionable until fifteen months after the employee becomes eligible to receive such \$500, \$300 or \$800 increment. Fifteen months after the employee becomes eligible to receive the \$500, the \$300 or \$800 longevity increment, such \$500, \$300 or \$800 longevity increment shall become pensionable and as part of the employee's base rate, the \$500 longevity increment shall be subject to the general increases provided in Section 4a of this Agreement.