

A G R E E M E N T

between

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

and

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

covering

HOURLY SCHOOL LUNCH EMPLOYEES

July 1, 2005 - March 2, 2010

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	UNION RECOGNITION	2 -3
II	FAIR PRACTICES	3
III	RATES OF PAY AND ANNUAL EARNINGS	3-9
III-A	LONGEVITY INCREMENT	9
IV	HEALTH AND WELFARE BENEFITS	11-12
V	HOLIDAYS	13
V-A	EDUCATION FUND	13
VI	VACATION PAY AND SUMMER PAYMENTS	13-17
VII	UNIFORMS	17
VIII	PAYMENT OF DEATH BENEFIT FOR EMPLOYEE WHO DIES FROM INJURY INCURRED IN COURSE OF EMPLOYMENT	18
IX	DISABILITY BENEFITS FOR ASSAULT WHILE ON DUTY	19
X	TERMINATION PAY ALLOWANCE	19
XI	SERVICE COMPENSATION ALLOWANCE	20
XII	TRANSFER OF SENIORITY	20
XIII	LEAVES OF ABSENCE	21-22
XIV	SICK LEAVE	22-23
XV	EXCUSABLE ABSENCES	23-25
XVI	SENIORITY POLICY	26-29
XVII	VACANCIES IN SCHOOL AIDE AND PARAPROFESSIONAL POSITIONS	29
XVIII	POLICY CONCERNING APPLICATIONS FOR POSITIONS IN OTHER WORK LOCATIONS	30-31
XIX	ASSIGNMENT OF REGULAR WORK SCHEDULES	31
XIX-A	SERVICE BEFORE THE OPENING OF SCHOOL	32
XX	COMPLAINT AND GRIEVANCE PROCEDURES	32-38

<u>ARTICLE</u>	<u>PAGE</u>
XXI DISCHARGE REVIEW PROCEDURES	38
XXII PERSONNEL FOLDERS	38
XXIII DAMAGE OR DESTRUCTION OF PROPERTY	39
XXIV SAFETY	39-40
XXV PAY PRACTICES	40
XXVI BULLETIN BOARDS	40
XXVII STORAGE OF EMPLOYEES PROPERTY	41
XXVIII IDENTIFICATION CARDS	41
XXIX CHECK-OFF	41-42
XXX INFORMATION TO THE UNION	42
XXXI PRINCIPLES TO GOVERN CERTAIN PERSONNEL ACTION	43
XXXII INFORMATION AT THE WORK LOCATION	43
XXXIII CONSULTATION WITH UNION COMMITTEE	43
XXXIV UNION MEETINGS	44
XXXV RESTRICTION ON UNION ACTIVITIES	44
XXXVI ASSISTANCE IN ASSAULT CASES	44
XXXVII NOTICE - LEGISLATIVE ACTION	45
XXXVIII CONFORMITY TO LAW - SAVING CLAUSE	45
XXXIX ABSENCE WITHOUT NOTICE	45
XL COPY OF AGREEMENT	46
XLI NO-STRIKE PLEDGE	46
XLII DURATION	47
SIGNATORIES	47
APPENDIX A LONGEVITY INCREMENT ELIGIBILITY RULES	48-49

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

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

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

WHEREAS, pursuant to the Statement of Policies, the Union has been certified as the exclusive bargaining representative of all employees employed by the Board of Education in the titles of Hourly School Lunch Helper and Hourly Senior School Lunch Helper; and

WHEREAS, an agreement heretofore entered into by and between the parties expired on June 30, 2005; and

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

ARTICLE I

UNION RECOGNITION

The Board recognizes the Union as the exclusive bargaining representative of all hourly employees employed in school lunch or other school food service programs operated and controlled by the Central Board or by a Community School Board in the titles of School Lunch Helper and Senior School Lunch Helper (hereinafter referred to as "hourly school lunch employees" or "employees").

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

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

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

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
RATES OF PAY AND ANNUAL EARNINGS

A. Rates of Pay and Annual Earnings

The hourly rates and annual earnings of pay of hourly school lunch employees shall be as follows:

		<u>Annual Earnings*</u>				
		<u>Effective 7/01/2005</u>				
		Hourly				
School Lunch Helper	Rate	4 Hrs/Day	5 Hrs/Day	6 Hrs/Day	7 Hrs/Day	
	Before 7/1/84	\$12.51	\$13,060.44	\$16,325.55	\$19,590.66	\$22,855.77
	7/1/84 - 6/30/85	\$12.47	\$13,018.68	\$16,273.35	\$19,528.02	\$22,782.69
	7/1/85 - 6/30/86	\$12.38	\$12,924.72	\$16,155.90	\$19,387.08	\$22,618.26
	7/1/86 - 6/30/04	\$12.29	\$12,830.76	\$16,038.45	\$19,246.14	\$22,453.83
	Hired After 6/30/04	\$10.69	\$11,160.36	\$13,950.45	\$16,740.54	\$19,530.63
		Hourly				
Sr. School Lunch Helper	Rate	4 Hrs/Day	5 Hrs/Day	6 Hrs/Day	7 Hrs/Day	

Before 7/1/84	\$12.83	\$13,394.52	\$16,743.15	\$20,091.78	\$23,440.41
7/1/84 - 6/30/85	\$12.79	\$13,352.76	\$16,690.95	\$20,029.14	\$23,367.33
7/1/85 - 6/30/86	\$12.73	\$13,290.12	\$16,612.65	\$19,935.18	\$23,257.71
7/1/86 - 6/30/04	\$12.65	\$13,206.60	\$16,508.25	\$19,809.90	\$23,111.55
Hired After 6/30/04	\$11.00	\$11,484.00	\$14,355.00	\$17,226.00	\$20,097.00

Effective 8/01/2006

Hourly					
School Lunch Helper	Rate	4 Hrs/Day	5 Hrs/Day	6 Hrs/Day	7 Hrs/Day
Before 7/1/84	\$12.76	\$13,321.44	\$16,651.80	\$19,982.16	\$23,312.52
7/1/84 - 6/30/85	\$12.72	\$13,279.68	\$16,599.60	\$19,919.52	\$23,239.44
7/1/85 - 6/30/86	\$12.63	\$13,185.72	\$16,482.15	\$19,778.58	\$23,075.01
7/1/86 - 6/30/04	\$12.54	\$13,091.76	\$16,364.70	\$19,637.64	\$22,910.58
Hired After 6/30/04	\$10.90	\$11,379.60	\$14,224.50	\$17,069.40	\$19,914.30

Hourly					
Sr. School Lunch Helper	Rate	4 Hrs/Day	5 Hrs/Day	6 Hrs/Day	7 Hrs/Day
Before 7/1/84	\$13.09	\$13,665.96	\$17,082.45	\$20,498.94	\$23,915.43
7/1/84 - 6/30/85	\$13.05	\$13,624.20	\$17,030.25	\$20,436.30	\$23,842.35
7/1/85 - 6/30/86	\$12.98	\$13,551.12	\$16,938.90	\$20,326.68	\$23,714.46
7/1/86 - 6/30/04	\$12.90	\$13,467.60	\$16,834.50	\$20,201.40	\$23,568.30
Hired After 6/30/04	\$11.22	\$11,713.68	\$14,642.10	\$17,570.52	\$20,498.94

Effective 2/01/2007

Hourly					
School Lunch Helper	Rate	4 Hrs/Day	5 Hrs/Day	6 Hrs/Day	7 Hrs/Day
Before 7/1/84	\$13.27	\$13,853.88	\$17,317.35	\$20,780.82	\$24,244.29
7/1/84 - 6/30/85	\$13.23	\$13,812.12	\$17,265.15	\$20,718.18	\$24,171.21
7/1/85 - 6/30/86	\$13.14	\$13,718.16	\$17,147.70	\$20,577.24	\$24,006.78
7/1/86 - 6/30/04	\$13.04	\$13,613.76	\$17,017.20	\$20,420.64	\$23,824.08
Hired After 6/30/04	\$11.34	\$11,838.96	\$14,798.70	\$17,758.44	\$20,718.18

Hourly					
Sr. School Lunch Helper	Rate	4 Hrs/Day	5 Hrs/Day	6 Hrs/Day	7 Hrs/Day
Before 7/1/84	\$13.61	\$14,208.84	\$17,761.05	\$21,313.26	\$24,865.47
7/1/84 - 6/30/85	\$13.57	\$14,167.08	\$17,708.85	\$21,250.62	\$24,792.39
7/1/85 - 6/30/86	\$13.50	\$14,094.00	\$17,617.50	\$21,141.00	\$24,664.50
7/1/86 - 6/30/04	\$13.42	\$14,010.48	\$17,513.10	\$21,015.72	\$24,518.34
Hired After 6/30/04	\$11.67	\$12,183.48	\$15,229.35	\$18,275.22	\$21,321.09

Effective 3/02/2008

School Lunch Helper	Hourly	4 Hrs/Day	5 Hrs/Day	6 Hrs/Day	7 Hrs/Day
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	Rate				
Before 7/1/84	\$13.31	\$13,895.64	\$17,369.55	\$20,843.46	\$24,317.37
7/1/84 - 6/30/85	\$13.27	\$13,853.88	\$17,317.35	\$20,780.82	\$24,244.29
7/1/85 - 6/30/86	\$13.18	\$13,759.92	\$17,199.90	\$20,639.88	\$24,079.86
7/1/86 - 6/30/04	\$13.08	\$13,655.52	\$17,069.40	\$20,483.28	\$23,897.16
Hired After 6/30/04	\$11.37	\$11,870.28	\$14,837.85	\$17,805.42	\$20,772.99

	Hourly				
Sr. School Lunch Helper	Rate	4 Hrs/Day	5 Hrs/Day	6 Hrs/Day	7 Hrs/Day
Before 7/1/84	\$13.65	\$14,250.60	\$17,813.25	\$21,375.90	\$24,938.55
7/1/84 - 6/30/85	\$13.61	\$14,208.84	\$17,761.05	\$21,313.26	\$24,865.47
7/1/85 - 6/30/86	\$13.54	\$14,135.76	\$17,669.70	\$21,203.64	\$24,737.58
7/1/86 - 6/30/04	\$13.46	\$14,052.24	\$17,565.30	\$21,078.36	\$24,591.42
Hired After 6/30/04	\$11.70	\$12,214.80	\$15,268.50	\$18,322.20	\$21,375.90

Effective 3/03/2008

	Hourly				
School Lunch Helper	Rate	4 Hrs/Day	5 Hrs/Day	6 Hrs/Day	7 Hrs/Day
Before 7/1/84	\$13.84	\$14,448.96	\$18,061.20	\$21,673.44	\$25,285.68
7/1/84 - 6/30/85	\$13.80	\$14,407.20	\$18,009.00	\$21,610.80	\$25,212.60
7/1/85 - 6/30/86	\$13.71	\$14,313.24	\$17,891.55	\$21,469.86	\$25,048.17
7/1/86 - 6/30/04	\$13.60	\$14,198.40	\$17,748.00	\$21,297.60	\$24,847.20
Hired After 6/30/04	\$11.83	\$12,350.52	\$15,438.15	\$18,525.78	\$21,613.41

	Hourly				
Sr. School Lunch Helper	Rate	4 Hrs/Day	5 Hrs/Day	6 Hrs/Day	7 Hrs/Day
Before 7/1/84	\$14.20	\$14,824.80	\$18,531.00	\$22,237.20	\$25,943.40
7/1/84 - 6/30/85	\$14.15	\$14,772.60	\$18,465.75	\$22,158.90	\$25,852.05
7/1/85 - 6/30/86	\$14.08	\$14,699.52	\$18,374.40	\$22,049.28	\$25,724.16
7/1/86 - 6/30/04	\$14.00	\$14,616.00	\$18,270.00	\$21,924.00	\$25,578.00
Hired After 6/30/04	\$12.17	\$12,705.48	\$15,881.85	\$19,058.22	\$22,234.59

Effective 3/03/2009

	Hourly				
School Lunch Helper	Rate	4 Hrs/Day	5 Hrs/Day	6 Hrs/Day	7 Hrs/Day
Before 7/1/84	\$14.39	\$15,023.16	\$18,778.95	\$22,534.74	\$26,290.53
7/1/84 - 6/30/85	\$14.35	\$14,981.40	\$18,726.75	\$22,472.10	\$26,217.45
7/1/85 - 6/30/86	\$14.26	\$14,887.44	\$18,609.30	\$22,331.16	\$26,053.02
7/1/86 - 6/30/04	\$14.14	\$14,762.16	\$18,452.70	\$22,143.24	\$25,833.78
Hired After 6/30/04	\$12.30	\$12,841.20	\$16,051.50	\$19,261.80	\$22,472.10

Sr. School Lunch Helper	Hourly	4 Hrs/Day	5 Hrs/Day	6 Hrs/Day	7 Hrs/Day
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	Rate				
Before 7/1/84	\$14.77	\$15,419.88	\$19,274.85	\$23,129.82	\$26,984.79
7/1/84 - 6/30/85	\$14.72	\$15,367.68	\$19,209.60	\$23,051.52	\$26,893.44
7/1/85 - 6/30/86	\$14.64	\$15,284.16	\$19,105.20	\$22,926.24	\$26,747.28
7/1/86 - 6/30/04	\$14.56	\$15,200.64	\$19,000.80	\$22,800.96	\$26,601.12
Hired After 6/30/04	\$12.66	\$13,217.04	\$16,521.30	\$19,825.56	\$23,129.82

*Annual earnings represents the compensation an employee would receive if he/she worked for the entire school year for the hours/day shown. Summer vacation pay, which is dependent on years of service, is not included in these amounts.

Pursuant to the terms of the 2002-2005 DC37 MEA, an employee newly hired on or after July 1, 2004 shall be appointed to the applicable minimum “hiring rate.” Upon completion of two years of service, such employee shall be paid the indicated minimum “incumbent rate” for the applicable title in effect on the two year anniversary of such employee’s original date of appointment to the title.

Pursuant to the terms of the 2005-2008 DC37 MEA, an employee newly hired on or after July 1, 2005 shall be appointed to the applicable minimum “hiring rate.” Upon completion of two years of service, such employee shall be paid the indicated minimum “incumbent rate” for the applicable title in effect on the two year anniversary of such employee’s original date of appointment to the title.

Pursuant to the terms of the 2008-2010 DC37 MEA, an employee newly hired on or after March 3, 2008 shall be appointed to the applicable minimum “hiring rate.” Upon completion of two years of service, such employee shall be paid the indicated minimum “incumbent rate” for the applicable title in effect on the two year anniversary of such employee’s original date of appointment to the title.

B. Adjustment of Rates of Pay

The rates of pay as shown in Section A above have been adjusted downward by 17.02 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 1982-1984 Municipal Coalition Economic Agreement of July 1982 to fund the contribution of 7.02 cents per hour effective July 1, 1982 and 10.00 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 IV, Section B(6) of the Agreement.

C. Summer Service Only

Effective 7/1/2005

	Hired Before	Hired Between	Hired Between	Hired Between	Hired After
		7/1/84 - 6/30/85	7/1/85 - 6/30/86	7/1/86 - 6/30/04	6/30/04
School Lunch Helper	\$13.89	\$13.85	\$13.75	\$13.60	\$11.83
Sr. School Lunch Helper	\$14.23	\$14.20	\$14.13	\$14.02	\$12.19

Effective 8/1/2006

	Hired Before	Hired Between	Hired Between	Hired Between	Hired After
		7/1/84 - 6/30/85	7/1/85 - 6/30/86	7/1/86 - 6/30/04	6/30/04
School Lunch Helper	\$14.17	\$14.13	\$14.03	\$13.87	\$12.06
Sr. School Lunch Helper	\$14.51	\$14.48	\$14.41	\$14.30	\$12.43

Effective 2/1/2007

	Hired Before	Hired Between	Hired Between	Hired Between	Hired After
		7/1/84 - 6/30/85	7/1/85 - 6/30/86	7/1/86 - 6/30/04	6/30/04
School Lunch Helper	\$14.74	\$14.70	\$14.59	\$14.42	\$12.54
Sr. School Lunch Helper	\$15.09	\$15.06	\$14.99	\$14.87	\$12.93

Effective 3/2/2008

	Hired Before	Hired Between	Hired Between	Hired Between	Hired After
		7/1/84 - 6/30/85	7/1/85 - 6/30/86	7/1/86 - 6/30/04	6/30/04
School Lunch Helper	\$14.79	\$14.75	\$14.64	\$14.47	\$12.58
Sr. School Lunch Helper	\$15.14	\$15.11	\$15.04	\$14.92	\$12.97

Effective 3/3/2008

	Hired Before	Hired Between	Hired Between	Hired Between	Hired After
		7/1/84 - 6/30/85	7/1/85 - 6/30/86	7/1/86 - 6/30/04	6/30/04
School Lunch Helper	\$15.38	\$15.34	\$15.23	\$15.05	\$13.09

Sr. School Lunch Helper	\$15.75	\$15.71	\$15.64	\$15.52	\$13.50
Effective 3/3/2009					
	Hired Before	Hired Between	Hired Between	Hired Between	Hired After
	7/1/1984	7/1/84 - 6/30/85	7/1/85 - 6/30/86	7/1/86 - 6/30/04	6/30/04
School Lunch Helper	\$16.00	\$15.95	\$15.84	\$15.65	\$13.61
Sr. School Lunch Helper	\$16.38	\$16.34	\$16.27	\$16.14	\$14.03

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 III-A

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 .27 cents per hour pursuant to the 1984-1987 Municipal Coalition Economic Agreement.

2. Effective July 1, 1990, employees receiving the longevity increment pursuant to Section II of the 1984-1987 Municipal Coalition Economic Agreement shall receive an additional longevity increment of .16 cents per hour. Employees who become eligible for the longevity increment on or after July 1, 1990 shall receive a longevity increment in the increased amount of .43 cents per hour.

3. Fifteen months after the employee becomes eligible to receive the longevity increment of .43 cents per hour, it shall become part of the base rate.

4. The rules for eligibility and applicability of the longevity increment described in this Article II-A shall be set forth in an appendix to this agreement and shall be incorporated by reference herein.

ARTICLE III-B

A. Annuity Fund

- i. Effective June 1, 1999, the parties agree to establish an annuity fund for all employees covered by the 1995 MCMEA. To be eligible to receive this annuity, an employee must be in active pay status at any time during the period June 1, 1996 through May 31, 1997. To receive payment, said employee must also be in active pay status on June 1, 1999.
- ii. The employer shall pay into the fund on behalf of full-time per annum and full-time per diem employees a daily amount of \$2 for each paid working day up to a maximum of \$522 per annum. For school-based 12-month employees who work at the Board of Education, the employer shall pay into the fund a daily amount of \$2 for each paid working day up to a maximum of \$522. For school-based 10-month employees who work at the Board of Education, the employer shall pay in to the fund a daily amount of \$2 for each paid working day up to a maximum of \$522 per annum. 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 \$2 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.

- iii. For the purpose of this Article III-B, the eligibility for payments set forth in Section (ii) shall be based on working days between June 1, 1996 and May 31, 1997.
- iv. For the purpose of this Article III-B, excluded from paid working days are all scheduled days off, all days in non-pay status, and all paid overtime.
- v. Contributions hereunder shall be remitted by the employer no later than 120 days after June 1, 1999 to a mutually agreed upon annuity fund pursuant to the terms of a supplemental agreement to be reached by the parties subject to approval by the Corporation Counsel.

ARTICLE IV

HEALTH AND WELFARE BENEFITS

A. Health Insurance

1. The Board will provide employees covered by this Agreement who regularly work 20 or more hours a week with health insurance coverage on a 12 month basis.

B. Welfare Benefits

1. Effective **July 1, 2005**, the Board will provide funds to the DC 37 Benefits Fund Trust at the rate of **\$900.00** per year on a pro rata basis per month on behalf of each employee, whether a member of the Union or not, for the purpose of making available welfare benefits for each such employee under a welfare plan established and administered pursuant to a supplemental agreement entered into between the Board and the Union.

2. Effective **January 1, 2006**, the Board will provide funds to the DC 37 Benefits Fund Trust at the rate of **\$937.14** per year on a pro rata basis per month on behalf of each employee,

whether a member of the Union or not, 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.

3. Effective **November 1, 2006**, there shall be a one-time payment in the amount of **\$95.24** on behalf of each active member who is receiving benefits on November 1, 2006, in accordance with Section 10 of the 2005 DC 37 Memorandum of Economic Agreement.

4. Effective **July 1, 2009**, there shall be a one-time payment in the amount of **\$114.29** on behalf of each active member who is receiving benefits on July 1, 2009, in accordance with the 2009 Health Benefits Agreement.

4. Effective July 1, 1982, the Board shall contribute 7.02 cents per hour and effective July 1, 1983 the Board shall contribute 10.00 cents per hour for a total of 17.02 cents per hour to the DC 37 Benefits Fund Trust 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 B(2) of this Article.

C. Subject to a separate agreement between the Board and the Union, the Union shall be entitled to receive such separate contributions as may be provided in this agreement for welfare, training, and legal services benefits as a single contribution to be paid by the employer into a trusteed administrative Employee Benefit Fund. Such contributions shall be held by the trustees of that Fund for the exclusive purpose of providing, through other trusteed funds, welfare training, and legal services benefits as a single contribution to be paid by the employer into a trusteed Administrative Employee Benefit Fund. Such contributions shall be held by the trustees of that Fund 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 Fund or individual funds.

ARTICLE V

HOLIDAYS

Employees 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 V-A

EDUCATION FUND

Effective July 1, 1976, a training fund contribution of twenty-five dollars (\$25.00) per annum shall be made to the District Council 37 Education Fund on behalf of each employee covered by this agreement under a plan established and administered pursuant to a supplemental agreement entered into between the Board and the Union.

ARTICLE VI

VACATION PAY AND SUMMER PAYMENTS

A. Vacations

Employees in the bargaining unit will be given the following vacations with pay:

1. The Christmas school recess and the Spring school recess. Christmas Day, New Years Day and Good Friday are not deemed vacation days but are included in paid holidays under Article V.

2. Unless modified below, an employee with three but less than five years of continuous service shall be given five sessions vacation pay upon completion of his normal school year. An employee with five or more years of continuous service shall be given ten sessions vacation pay upon completion of his normal school year. A session is defined as the employee's regular daily work period. For purposes of this Article only, "continuous service" shall be defined as uninterrupted service in the hourly school lunch, school aide, health service aide or film inspection assistant titles, except that breaks in service caused by layoff not exceeding four years, or

other approved leaves with or without pay, as provided in Article XIII shall not be deemed an interruption of service but such limited period shall not be counted in the determination of length of continuous service.

3. The five (5) sessions of vacation for employees with three but less than five years of continuous service shall be prorated at the rate of one-half session of vacation for each month, or major portion thereof, of service during the school year.

The ten (10) sessions of vacation for employees with five or more years of continuous service shall be prorated at the rate of one session of vacation for each month or major portion thereof of service during the school year.

4. Effective July 1, 1991, employees who are hired after June 30, 1987 shall be entitled to the following vacation pay schedules:

<u>Years of Service</u>	<u>Sessions of Vacation Pay</u>
1	0
2	0
3	0
4	4
5	4
6	7
7	8
8	8
9	9
10	10

This vacation pay schedule shall be prorated at the rate of the number of sessions of vacation entitlement divided by 10 for each month or major portion thereof of service during the school year.

5. Effective July 1, 2008, employees who are hired on or after July 1, 2004 shall be entitled to the following vacation pay schedules:

<u>Years of Service</u>	<u>Sessions of Vacation Pay</u>
1	0
2	0
3	0
4	0
5	1

6	4
7	5
8	6
9	8
10	9
11	10

This vacation pay schedule shall be prorated at the rate of the number of sessions of vacation entitlement divided by 10 for each month or major portion thereof of service during the school year.

Employees who are terminated prior to the completion of the normal school year shall receive their pro rata vacation at the completion of the normal school year.

B. Summer Payment Schedule

1. In each year of the Agreement there shall be a summer payment, which shall be based on the number of hours paid to the employee during the school year, in accordance with the pattern listed below. Summer payments shall reflect the rates of pay described in Article III.

Summer Payment Schedules

<u>School Year Earnings</u>	<u>2005-20010</u>
\$500	\$127.41
\$1,000	\$254.81
\$1,500	\$382.22
\$2,000	\$509.62
\$2,500	\$637.03
\$3,000	\$764.43
\$3,500	\$891.84
\$4,000	\$1,019.24
\$4,500	\$1,146.65
\$5,000	\$1,274.05
\$5,500	\$1,401.46
\$6,000	\$1,528.86
\$6,500	\$1,656.27
\$7,000	\$1,783.67
\$7,500	\$1,911.08
\$8,000	\$2,038.48
\$8,500	\$2,165.89

\$9,000	\$2,293.29
\$9,500	\$2,420.70
\$10,000	\$2,548.10
\$10,500	\$2,675.51
\$11,000	\$2,802.91
\$11,500	\$2,930.32
\$12,000	\$3,057.72
\$12,500	\$3,185.13
\$13,000	\$3,312.53
\$13,500	\$3,439.94
\$14,000	\$3,567.34
\$15,000	\$3,822.15
\$15,500	\$3,949.56
\$16,000	\$4,076.96
\$16,500	\$4,204.37
\$17,000	\$4,331.77
\$17,500	\$4,459.18
\$18,000	\$4,586.58
\$18,500	\$4,713.99
\$19,000	\$4,841.39
\$19,500	\$4,968.80
\$20,000	\$5,096.20

2. Based on the payments provided in paragraph 1 above, employees shall not be entitled to receive unemployment insurance during the summer periods and the Board of Education shall so notify both the employees and the New York State Unemployment Insurance Board. The Board of Education shall contest any request for Unemployment Insurance Benefits for the summer period made by an employee receiving payments pursuant to paragraph 1 above. In order to receive the summer payment, the employee shall be required to sign an affidavit stating that he/she did not request nor receive the Unemployment Insurance Benefits for the summer period for the year for which the summer payment is made. The Union shall indemnify the Board of Education for any Unemployment Insurance Benefits payments made to employees receiving payments pursuant to said paragraph 1.

3. For the purposes of this provision, summer payment shall be deemed to cover the period from the end of the third to last weekday in June until the Wednesday following Labor Day.

4. Employees who are laid off prior to fifteen weeks of continuous service shall not

be entitled to summer payments for the summer following the period worked.

5. Entitlement to the summer payments shall be further conditioned upon the Employee's execution of appropriate statements attached as exhibits to this Agreement.

ARTICLE VII

UNIFORMS

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

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

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

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

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

Thereafter, one new uniform will be provided each year to each employee.

2. Employees who work 30 hours or more per week who are required to wear uniforms will receive the following laundering expense reimbursement per year:

Effective July 1, 2005	\$83.16
Effective August 1, 2006	\$84.82
Effective February 1, 2007	\$88.21
Effective March 2, 2010	\$93.04

3. Employees who work less than 30 hours per week who are required to wear uniforms will receive the following laundering expense reimbursement per year:

Effective July 1, 2005	\$55.41
Effective August 1, 2006	\$56.52
Effective February 1, 2007	\$58.78
Effective March 2, 2010	\$62.00

The increased laundering expense reimbursement allowance shall be prorated for the first year of the Agreement.

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

ARTICLE VIII

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 IX

DISABILITY BENEFITS FOR ASSAULT WHILE ON DUTY

A leave of absence with pay and without charge to time allowances, for a period not to exceed one calendar year, shall be granted, subject to established administrative practices, to an employee covered by the Workers' Compensation Law 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, provided that such injury is compensable under the Workers' Compensation Law.

ARTICLE X

TERMINATION PAY ALLOWANCE

Employees who resign or are terminated after ten years of service shall be paid for accumulated sick leave on the basis of one hour for every two hours of accumulated sick leave.

Employees newly hired on or after July 1, 2004 who resign or are terminated after ten years of service shall be paid for accumulated sick leave on the basis of one hour for every three hours of accumulated sick leave.

If an employee dies while in service after the completion of ten years of service on or after July 1, 1987, his/her beneficiary or estate shall receive payment.

The maximum termination pay allowance shall not exceed 400 hours.

Employees not recalled from layoff within four years from the date of layoff shall be deemed terminated.

At the time of layoff an employee eligible for termination pay as provided in paragraph one above has the option of resigning and collecting all such termination pay due him/her and giving up his/her right to be recalled under Article XVI of this Agreement.

ARTICLE XI

SERVICE COMPENSATION ALLOWANCE

Effective July 1, 1974, employees with ten or more years of continuous service who resign or are terminated, including those not recalled from layoff after the period specified in Article XVI of this Agreement, shall be paid a service compensation allowance of \$75 for each year of continuous service in excess of five years of service occurring after July 1, 1974.

Effective July 1, 1975, an additional \$25 shall be paid for each year of continuous service in excess of five years of continuous service occurring after July 1975, for a total of \$100 for each such year of service.

Effective July 1, 1977, an additional \$25 shall be paid for each year of continuous service in excess of five years of continuous service occurring after July 1, 1977, for a total of \$125 for each year of continuous service.

For the purposes of this Article, "continuous service" shall be defined as uninterrupted service, in an hourly school lunch, school aide or film inspection assistant title, except that breaks in service caused by layoff not to exceed four years, or other approved leaves of absence with or without pay as provided in Article XIII, shall not be considered an interruption of service but shall not be counted in the determination of length of service.

If an employee dies while in service after the completion of ten years of service on or after July 1, 1987, his/her beneficiary or estate shall receive payment.

The provision of this Article does not apply for an employee who is discharged for cause pursuant to Article XXI.

ARTICLE XII

TRANSFER OF SENIORITY

Hourly employees in titles covered under the School Aide, Hourly School Lunch and Film Inspection Assistant contracts who transfer to another title covered under the School Aide, Hourly School Lunch and Film Inspection Assistant agreement shall be transferred without any loss of their seniority which shall be counted towards sick leave balances, vacation benefits, service

compensation allowance and termination pay. Seniority brought forth shall be counted for these purposes only and not for purposes of layoff and recall or promotion.

ARTICLE XIII

LEAVES OF ABSENCE

1. Personal Illness

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.

2. Illness in the Immediate Family

Employees with two (2) or more years of service who leave for reasons 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, brother or sister if living in the employee's household. 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.

3. Child Care Leave

An employee with two (2) or more years of continuous service who leaves for reasons of birth of a child shall be entitled to return on the basis of seniority within one (1) year and shall regain the seniority she had before she left, and other rights she had before leaving including such

accumulated sick leave as was not used prior to the leave of absence. 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.

4. Personal Business

Employees with five (5) or more years of service may apply to the Personnel Board for a leave of absence without pay for a period not to exceed three (3) months for personal business and return and regain seniority for all benefits such as sick leave balance, vacation, termination pay, etc. Time used during this type of leave will not be counted in length of service. 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.

5. All applications for leaves of absence within the provisions of this Article shall be forwarded to the Personnel Board for approval with proper medical documentation attached.

ARTICLE XIV

SICK LEAVE

1. a. Employees shall be credited with a sick leave allowance with pay of one hour for each 20 hours of service with pay (including service in the summer) exclusive of holiday and vacation pay. Sick leave may be used in units of one hour and shall be taken in accordance with applicable administrative regulations.

Sick leave allowances shall be permitted to accumulate up to a maximum of 800 hours.

b. Effective July 1, 2004, all employees newly hired on or after July 1, 2004 shall accrue sick leave at the rate of one (1) hour of sick leave for each 24 hours actually worked for the first five (5) years of service.

c. Hourly School Lunch Employees 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.

d. 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 disability must be provided by the employee, satisfactory to the supervisor within (5) five working days of the employee's return to work.

e. 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.

2. 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.

3. Information on accumulated sick leave will be given to each employee in writing, once a year and will be made available to the shop steward upon request.

4. Employees 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).

ARTICLE XV

EXCUSABLE ABSENCES

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

1. Death in the Immediate Family

Absence not to exceed four working sessions is permitted in the case of death in

the immediate family. In addition, the Personnel Board may excuse additional absence when such absence is necessary because of attendance at the funeral of a relative in the immediate family at a place remote from the City of New York. For the purpose of this paragraph the term "immediate family" includes a parent, child, brother, sister, grandparent, grandchild, husband, wife or parent of a husband or wife, or any relative residing in the employee's 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. The relationship of the deceased to the applicant and the date of death and the date of funeral shall be shown on the application.

2. Jury Duty

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

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

4. Quarantine, provided acceptable official evidence is attached to the application.

5. Attendance at New York City Civil Service examination or an examination held by the Board of Examiners of the Board of Education, or for investigation interview or appointment interview in connection with such examination. The application must indicate title of examination and by which of the two agencies the examination was conducted.

6. Attendance at conventions and conferences provided that the Chancellor has authorized such absence.

7. Absence for the purpose of attending, in a representative capacity, the funeral of an associate employee.

8. Blood donation to the American Red Cross, or other legitimate organization engaged in this activity.

9. Military or naval duty, provided certificate from Commanding Officer is attached to the application. This certificate should indicate that the duty was actually performed on the specified dates.

10. Appearance before a local board or any other competent authority in connection with the Selective Service Act, prior to induction into military service, provided the notice from the Selective Service Board is attached to application.

11. Receiving Degree or Attending Graduation

Absence of not more than one session for the purpose of receiving a degree from a college or university or for the purpose of attending the graduation of his/her child from an eight-year elementary school, junior high school, high school or college or to attend graduation of a spouse from a college or university. Application should indicate exact time of day exercises were held, inasmuch as absence during working hours only will be excused.

12. Procedures for Approval

a. Prior notice to and authorization by the Chief Executive Officer or designee of the Office of School Food are required for absences due to the reasons stated above except the employee shall give notice to the Chief Executive Officer or designee of the Office of School Food as soon as possible in regard to Section 1 and 4 above.

b. All applications for excusable absences within the provisions of this Article, shall be forwarded to the Personnel Board with the Administrator of the Office of School Food Services' approval or disapproval indicated thereon.

ARTICLE XVI

SENIORITY POLICY

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

1. Layoff and Recall

For the purposes of layoff and recall, seniority is defined as length of continuous service in the job classification in the Office Area.

For layoff because of lack of work, the employee with the least seniority in the Office Area shall be selected provided that an employee scheduled for layoff may be retained where he/she is performing duties which no more senior qualified employee is able to perform.

Recall to their Office Area of employees who are laid off will be made on the basis of greatest seniority. An employee who is laid off and recalled to his/her Office Area within four years shall regain the seniority he/she had and shall be credited with the sick leave to which he/she is entitled at the time he/she was laid off. An employee who is not recalled within four years shall be considered terminated.

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

An employee while on layoff from an Office Area shall be offered assignment to an opening in his/her title in any other Office Areas in the borough before any new applicants are assigned. An employee on layoff who accepts such assignment to another Office Area shall begin to earn Office Area seniority from the effective date of that assignment, and shall maintain recall rights back to his/her original Office Area in accordance with the recall provision of this Article.

For purposes of seniority the elementary, junior high and intermediate schools in each district shall constitute a separate Office Area.

For the high schools each borough shall constitute a separate Office Area and for the warehouse and distribution locations the Warehouse and Distribution Section shall constitute a

single Office Area.

If an hourly senior school lunch helper is laid off, the employee shall regain seniority in his/her prior job classification and have the right to bump those employees in the lower classification with less seniority provided the employee previously held a lower title.

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

2. Excessing

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 job classification in the Office Area.

When two or more employees with an identical seniority date in the bargaining unit may be subject to excessing, a lottery drawing shall be held to determine selection of the employee to be excessed. A Union representative shall be present at the lottery drawing. Only one such lottery drawing shall be necessary to determine seniority for the list.

3. Promotion and Changes of Assignment

For the purpose of promotion and changes of assignment, seniority is defined as length of continuous service in the job classification in the district, or borough, or Warehouse and Distribution Section Area, within the work location.

For promotion from one job classification within a work location to a higher job classification within the work location the senior qualified employee in the Office Area at the work location in the next lower job classification shall be selected.

An employee who is promoted to a higher job classification within the bargaining unit will earn seniority in the higher classification starting with the effective date of such promotion. If, within three months following such promotion, the employee is returned to a position in the classification from which he was promoted, he/she will regain the seniority he/she had acquired in the lower job classification up to the effective date of his/her promotion.

For involuntary reassignment from one work location to another, the employee with the

least seniority in the Office Area at the work location from which reassignment is made shall be selected.

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

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

The work locations are defined as follows:

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

For the purposes of this Article, "continuous service" is defined as uninterrupted service in a job classification except that breaks of service caused by layoff not to exceed four years, or other approved leaves with or without pay, as provided in Article XIII shall not be deemed an interruption of service, but such limited period shall not be counted in the determination of length of continuous service.

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

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

If the Administrator of the Office of School Food Services 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.

ARTICLE XVII

VACANCIES IN SCHOOL AIDE AND PARAPROFESSIONAL POSITIONS

1. School Aide Positions

Notice of vacancies in school aide positions in the regular day school program will be posted in the school and hourly school lunch employees serving in the school will be interviewed for employment in such positions if they apply in writing. To the extent permitted by applicable law, the hourly school lunch applicant with the highest seniority in the school who is found eligible and qualified will be considered for employment in the school aide position in the school before any applicant outside the school system is considered.

An hourly school lunch employee who is appointed as a school aide will be compensated at the school aide rate of pay specified in the school aide agreement which is most nearly comparable to his/her rate of pay as a school lunch employee.

2. In Paraprofessional Positions

In the event vacant paraprofessional positions in the school are not applied for by school aides in the school, hourly school lunch employees in the school will be interviewed for employment in such positions if they apply in writing. To the extent permitted by applicable law, the applicant with the highest seniority in the school who is found eligible and qualified will be considered for employment in the paraprofessional position in the school before any applicant outside the school system is considered.

ARTICLE XVIII
POLICY CONCERNING APPLICATIONS FOR POSITIONS
IN OTHER WORK LOCATIONS

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

Hourly School Lunch employees serving in the day schools who apply in writing for hourly school lunch positions in Board summer programs will be interviewed and the senior qualified applicant will be selected. Hourly School Lunch positions in Board summer programs will be posted. The Union will be notified in writing when exceptions based on qualifications are made.

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 Article XXXII of this Agreement and shall be available only to those employees who have an existing application for transfer to the school in question on file with the Office of School Food Services. The determination of qualifications for employment in a particular work location shall be made by the supervisor in charge of the work location.

Exceptions to this Article, based on qualification must have the prior approval of the Office of School Food Services. 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.

For the purpose of this Article, continuous service shall be defined as uninterrupted service except that breaks of service caused by layoff, not to exceed four years, or other approved leaves with or without pay, as provided in Article XIII, shall not be deemed an interruption of

service, but such limited period shall not be counted in the determination of length of continuous service.

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

ARTICLE XIX

ASSIGNMENT OF REGULAR WORK SCHEDULE

An employee whose daily schedule is less than four hours shall be offered employment to an existing four-hour vacancy in the school if found qualified. Selection for the vacancy shall be made on the basis of seniority in the school.

In September, when the school is organized for the year, regular daily work schedules of no less than four hours, without the use of split shifts, will be assigned to those hourly school lunch employees with two or more years of continuous service as an hourly school lunch employee who do not choose an assignment to a shorter schedule that may be available except that those employed in work locations serving fewer than 100 lunches per day will have the option of (1) being transferred without loss of seniority to four hour vacancies that may be available in other work locations in the district or (2) remaining at their work locations in regular daily work schedules of less than four hours. Those who elect to transfer will be placed on a preferred list, in order of seniority in the district, for employment in four-hour vacancies that become available in the district.

It is understood that such vacancies will be filled first through recall of employees pursuant to Article XVI Seniority Policy.

Regular substitute employees shall become regular employees after 120 consecutive days of work and shall be given a regular assignment if there is a vacancy.

ARTICLE XIX-A

SERVICE BEFORE THE OPENING OF SCHOOL

Where the Administrator of the Office of School Food Services requires the presence of an hourly school lunch employee(s) on days before the opening of school in September, he/she shall select the most senior qualified employee(s) except where the type of work required was part of the assignment of an employee with less seniority during the preceding school year. Hourly school lunch employees shall be paid the hourly rates provided in Article III.

For the purpose of this Article, seniority is defined as length of service as an hourly school lunch employee in the district, or if in high school or special education, in the borough, within the school.

It is understood that this Article pertains to all work locations where hourly school lunch employees are employees of the Board of Education including non-public and alternative schools.

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

ARTICLE XX

COMPLAINT AND GRIEVANCE PROCEDURES POLICY

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

Upon request to the head of the school or to the appropriate supervisor in the Office of

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

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 concerning out-of-title work except that a complaint by an employee that he/she has been assigned continuously after September

1, 1974 for three months or more to the general duties and responsibilities prescribed for a higher school lunch title is subject to the grievance procedure. Other complaints as to out-of-title work are to be referred to the Executive Director, Division of Human Resources. It is understood, however, that complaints of employees in title against out-of-title assignments made to other employees are subject to the grievance procedure.

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

The Union has the right to initiate or appeal a grievance involving alleged violation of any term of this Agreement. Such grievance shall be initiated within a reasonable period of time with the Administrator of the Office of School Food Services, 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 3 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:

Office of School Food Services (Steps 1 and 2)

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

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

High Schools (Steps 1 and 2)

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

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

(Step 3)

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

Representation

At each step, the employee may be accompanied by a Union representative 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 school 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 1, 2 or 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.

APPEALS TO THE GRIEVANCE PANEL (STEP 4)

A grievance which has not been resolved by the Chancellor at Step 3 may then be appealed by the Union to the Grievance Panel.

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 an award 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 pro-

visions 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.

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

With respect to all other grievances, if the grievance is not resolved by unanimous agreement of the Panel members and the Union 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, or which has not been disapproved by the Chancellor within the ten-day limit specified above, shall be communicated to the Union. If the Chancellor decides to disapprove a recommendation of the

Panel, he shall notify the Union and the Panel of his decision.

There shall be no taping by the Union's and/or the Board's advocates, nor any other individual present at the arbitration hearing, without the mutual consent of the parties.

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 XXI

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 XX of this Agreement.

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

ARTICLE XXII

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 XXIII

DAMAGE OR DESTRUCTION OF PROPERTY

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

2. The Board will reimburse employees, in an amount not to exceed a total of \$100 in any school year, for loss or damages or destruction, while on duty in a school, district or Central Board office, of personal property of a kind normally worn to or brought into a school when the employee has not been negligent, to the extent that such loss is not covered by insurance.

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

ARTICLE XXIV

SAFETY

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

Within ten days of the opening of school in September of each year, the principal will have a copy of the safety plan for the school posted on the bulletin board provided employees are covered by this Agreement. A copy will also be given to each employee upon request.

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

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

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

The community superintendent or assistant superintendent shall render his/her decision

in writing to the employee within 24 hours after receiving the appeal.

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

The Chief Administrator of School Safety shall render his/her decision in writing to the employee within 48 hours after receiving the appeal.

If a hearing is requested, it shall be held within 48 hours and the decision shall be rendered within 48 hours after the close of the hearing. The decision of the Chief Administrator of School Safety shall be final and binding.

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

ARTICLE XXV

PAY PRACTICES

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

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

C. Employees shall be given 15 minutes off to cash paychecks when they are scheduled to work until 3 p.m. on a pay day.

ARTICLE XXVI

BULLETIN BOARDS

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

legitimate Union business concerning employees in the unit.

ARTICLE XXVII

STORAGE OF EMPLOYEES PROPERTY

Employees shall be provided with lockers to store their personal belongings while working in the school.

ARTICLE XXVIII

IDENTIFICATION CARDS

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

ARTICLE XXIX

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 in behalf of the Union, properly executed by individuals while employed by the City of New York, who thereafter transfer directly to employment with the Board in the unit covered by this Agreement.

C. Agency Shop Fee

Effective the September 1977 payroll period or as soon thereafter as practicable, the

Board shall deduct from the wage or salary of employees in the bargaining unit who are not members of the Union the amount equivalent to the dues levied by the Union and shall transmit the sum so deducted to the Union, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The provision for agency fee deduction shall continue in effect so long as the Union establishes and maintains such procedure.

The Union shall refund to the employees any agency shop fees wrongfully deducted and transmitted to the Union.

The Union agrees to hold the Board harmless against claims arising out of the deduction and transmittal of agency shop fees where there is a final adjudication by a court or arbitrator that said agency shop fees should not have been deducted and/or transmitted to the Union.

The agency shop fee deductions shall be made following the same procedures as applicable for dues check-off, except as otherwise mandated by law or this Article of the Agreement.

ARTICLE XXX

INFORMATION TO THE UNION

DUES CHECK-OFF INFORMATION

- A. The Board shall provide monthly to the Union a complete and up-to-date list of all employees in the unit who have properly executed written authorizations for the deduction of dues in behalf of the Union. The Board shall also furnish to the Union such other reasonably available information as may be necessary to the Union for maintaining appropriate check-off records.
- B. Copies of all official Office of School Food Services circulars and directives shall be sent to the Union.
- C. Notices regarding employee promotions shall be sent to the Union.

ARTICLE XXXI

PRINCIPLES TO GOVERN CERTAIN PERSONNEL ACTION

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

ARTICLE XXXII

INFORMATION AT THE WORK LOCATION

All official Board of Education circulars which deal with the working conditions or the welfare of employees shall be posted promptly and a copy given to the Union.

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

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

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

ARTICLE XXXIII

CONSULTATION WITH UNION COMMITTEE

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

ARTICLE XXXIV
UNION MEETINGS

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

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

ARTICLE XXXV
RESTRICTION ON UNION ACTIVITIES

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

ARTICLE XXXVI
ASSISTANCE IN ASSAULT CASES

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

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

3. The Law Office shall notify the employee of its readiness to assist the employee by obtaining from police and from the supervisor relevant information concerning the culprits.

ARTICLE XXXVII

NOTICE - LEGISLATIVE ACTION

The following Article is required by the Public Employees Fair Employment Act, as amended by Section 204.a, 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 XXXVIII

CONFORMITY TO LAW - SAVING CLAUSE

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

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

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

ARTICLE XXXIX

ABSENCE WITHOUT NOTICE

Employees who are absent for 20 consecutive work 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.

ARTICLE XL

COPY OF AGREEMENT

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

ARTICLE XLI

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 XLII

DURATION

This Agreement shall become effective as of **July 1, 2005**, and shall continue in full force and effect until **March 2, 2010**.

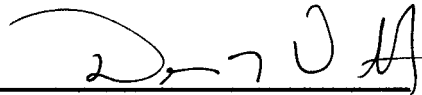
The provisions of this Agreement are modified by and subject to any applicable provisions of the New York State Financial Emergency Act for the City of New York, as enacted by Chapter 868 of the laws of 1975, as amended by Chapter 201 of the laws of 1978.

SIGNATORIES

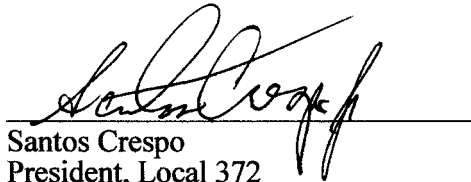
Dated: New York, New York



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 D.C.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 of service without a break of 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 additional \$300 or \$800 longevity increment, 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.