

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

SUBSTANCE ABUSE PREVENTION AND INTERVENTION SPECIALISTS

**September 26, 2017 – May 25, 2021**

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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 Public Employment Relations Board, on April 27, 1976, after conducting a secret-ballot election in accordance with the Public Employees' Fair Employment Act, issued a Certificate of Representation and Order to Negotiate covering employees employed in the titles of Instructors of Addiction, Instructors of Narcotics Education, Coordinators and Assistant Coordinators but excluding licensed teachers and hourly employees; and

WHEREAS the Board and its designated representatives have met with the 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 employees employed in the title of Substance Abuse Prevention and Intervention Specialist except that this Agreement does not apply to employees holding basic pedagogical licenses or hourly employees. 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 "SAPIS".

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/her immediate supervisor (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

A. Salary Increases

i) The salary rates for employees shall be increased as follows:

**Effective 09/26/2017**

	Minimum	Maximum	(1st 2 Years) Frozen Minimum Hired After 9/25/2017
SAPIS Level 1	\$35,952	\$49,675	\$31,263
SAPIS Level 2	\$44,224	\$58,768	\$38,456
SAPIS Level 3	\$55,130	\$69,667	\$47,939

**Effective 09/26/2018**

	Minimum	Maximum	(1st 2 Years) Frozen Minimum Hired After 9/25/2017
SAPIS Level 1	\$36,761	\$50,793	\$31,966
SAPIS Level 2	\$45,219	\$60,090	\$39,321
SAPIS Level 3	\$56,370	\$71,235	\$49,017

**Effective 10/26/2019**

	Minimum	Maximum	(1st 2 Years) Frozen Minimum Hired After 9/25/2017
SAPIS Level 1	\$37,864	\$52,317	\$32,925
SAPIS Level 2	\$46,576	\$61,893	\$40,501
SAPIS Level 3	\$58,061	\$73,372	\$50,488

(ii) An employee newly hired on or after September 26, 2017 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 Salary Rates-**

As a result of an agreement effective July 1, 1988, the salary rates effective July 1, 1993 shown in Section A above have been adjusted downward to reflect the Agreement between the Board and the Union to permit the application of a part of the salary increase provided for in the 1987-1990 District Council 37 Economic Agreement to fund the payment of ten annual leave days to be used during the Christmas and Spring recesses for the above title in Section A.

**C. District Council 37 Memorandum of Economic Agreement Incorporation in this Agreement**

- 1) The 2017-2021 District Council 37 Memorandum of Economic Agreement entered into by the parties and effective as of September 26, 2017 is incorporated into this Agreement as applicable.

**D. Direct Deposit**

Effective August 15, 2018, the Board may require that all newly hired employees be paid exclusively through direct deposit or electronic funds transfer. For employees on direct deposit,

the Board may provide pay stubs electronically except where the employee has requested in writing to receive a printed pay stub.

Further, the parties shall work together regarding incumbent employees' enrollment in direct deposit, with the objective of 100% of employees being paid electronically.

The parties shall meet and discuss issues of mutual concern related to direct deposit including but not limited to:

- Ensuring that employees have available cost-free banking options, i.e. free checking accounts;
- Identifying other options for employees to receive pay, including a debit card option;
- Identifying a procedure for manual payments made to employees enrolled in direct Deposit, e.g. Commissioner's checks.

#### 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 \$500 per annum.
2. Effective July 1, 1990, employees receiving the longevity increment pursuant to Section 11 of the 1984-1987 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 the longevity increment described in subsection b, shall be set forth in an appendix to this Agreement and shall be incorporated by reference herein.



ARTICLE III-B  
ANNUITY FUND

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.

B. In accordance with the letters of agreement between the City of New York and the Union dated August 2, 2017 and November 10, 2021, there shall be an annual annuity payment for

employees covered by this Agreement, up to the per annum maximum:

Effective	September 26, 2017	\$221.34 per annum	\$.121 per hour
Effective	September 26, 2018	\$226.32 per annum	\$.124 per hour
Effective	July 26, 2019	\$318.32 per annum	\$.174 per hour
Effective	October 26, 2019	\$327.87 per annum	\$.179 per hour

This payment shall be increased by all future general wage increases.

ARTICLE IV  
HOURS OF WORK

The annual rates of pay stated in Article III apply to those employees who are hired as annual employees and who work 35 hours per week and who are employed for the full calendar year. Employees who are employed for fewer than 35 hours per week and for less than a full calendar year shall be paid a salary prorated on the annual rates as indicated in Article III except that no incumbent presently working less than 35 hours per week and who is paid as a full-time employee shall have his/her salary diminished as a result of this Article if the district or the SPARK Program determines not to increase such employees' hours to 35 per week.

ARTICLE V  
OVERTIME

A. The provisions of this Article shall apply to such overtime as has been properly directed and authorized in advance by the appropriate bureau head or his/her designee.

B. Compensatory Time Off - Less Than 40 Hours Per Week

Requests for compensatory time off for overtime shall be submitted in writing to the program director for approval. Except as the program director may otherwise request, compensatory time off must be taken within the three month period following the date on which it was earned. Compensatory time off not taken during such three-month period at the request of

the program director shall be taken during such subsequent time as the program director permits.

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

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

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

The per annum or per monthly employee's basic hourly rate shall be determined by prorating the employee's basic salary in accordance with present practice of the Board.

No credit shall accrue for time taken for meals.

ARTICLE V-A

HOLIDAYS

Employees will be paid for all school holidays and all other regular school days on which their work locations are closed for special observance or emergencies pursuant to action of the Chancellor or the Community Superintendent. Employees newly hired on or after July 1, 2004 shall not be entitled to the Election Day "floating holiday".

ARTICLE VI

VACATIONS

A. Annual Leave Allowance

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

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

Effective July 1, 1991, the annual leave allowance for annual employees shall be computed on the following basis, unless otherwise specified by collective bargaining agreements and special circulars issued by the Chancellor.

<u>Years in Service</u>	<u>Monthly Accrual</u>	<u>Allowance*</u>
At the beginning of the 1st year	1 -1/4 days	15 work days (3 weeks)
At the beginning of the 5th year	1 -2/3 days	20 work days (4 weeks)
At the beginning of the 8th year	2 days plus 1 additional day at the end of the leave year	25 work days (5 weeks)
At the beginning of the 15th year	2-1/4 days	27 work days (5 weeks and 2 days)

\* Total after one full year at monthly accrual rate.

B. For employees newly hired on or after July 1, 2004, the annual leave allowance for a 35 hour work week shall be computed as follows:

Beginning with the	Monthly Accrual	Annual Allowance
First Year	8:45 hours	105 hours
5th Year	9:20 hours	112 hours
6th Year	9:55 hours	119 hours
7th Year	10:30 hours	126 hours
8th Year	11:05 hours	133 hours
9th Year	11:40 hours	140 hours
10th Year	12:15 hours	147 hours
11th Year	12:50 hours	154 hours
12th Year	13:25 hours	161 hours
13th Year	14:00 hours	168 hours
14th Year	14:35 hours	175 hours
17th Year	15:45 hours	189 hours

C. Employees who were employed on June 30, 1982 shall earn annual leave at the rate of 2 days per month. Employees hired on or after July 1, 1982 and prior to July 1, 1985 shall earn annual leave as prescribed in the Rules and Regulations for Administrative Employees effective January 1982. Annual leave shall be taken on the following basis:

1. The Christmas school recess and the Spring school recess in those districts that do not operate drug programs during Christmas and the Spring school recess.

2. In drug programs that operate during the Christmas school recess and the Spring school recess, employees have the option of taking a vacation.

3. The remaining days annual leave may be used at a mutually agreeable time and at a time convenient to the program only to the extent that such time off shall be submitted in writing to the program director for approval.

D. A maximum of two years of annual leave allowance may be accumulated by an employee and carried over from one school year to another. Use of accrued annual leave shall be scheduled by mutual agreement of the employee and the director of the program.

E. In those cases where two or more employees request the same annual leave days, the senior employee will be given preference.

F. Ten annual leave days shall be added to the employee's annual leave bank at the beginning of each school year to be used during the Christmas and Spring Recesses. The ten annual leave days shall be given to all employees who work during the school year.

ARTICLE VII  
WELFARE FUND

A. Effective **September 26, 2017**, the Board will provide funds at the rate of \$1,940 per year on a pro rata basis per month for full-time per annum employees, (prorated for part-time employees and further prorated for employees compensated on a monthly basis), on behalf of each employee, whether a member of the Union or not, who regularly works in any of the titles in this unit for 20 or more hours per week, for the purpose of making available welfare benefits for each such employee under a welfare plan established and administered pursuant to a supplemental agreement entered into between the Board and the Union.

Effective **April 26, 2021**, the Board will provide funds at the rate of **\$1,990** per year on a pro rata basis per month for full-time per annum employees, (prorated for part-time employees and further prorated for employees compensated on a monthly basis), on behalf of each employee, whether a member of the Union or not, who regularly works in any of the titles in this unit for 20 or more hours per week, for the purpose of making available welfare benefits for each such employee under a welfare plan established and administered pursuant to a supplemental agreement entered into between the Board and the Union.

Effective **July 1, 2018**, there shall be a one-time payment to the Fund in the amount of **\$100** on behalf of each full time active and retired employee, who is receiving benefits on July 1, 2018, in accordance with the Letter of Agreement between the City of New York Office of Labor Relations and the Municipal Labor Committee dated June 28, 2018.

Effective **July 1, 2019**, there shall be a one-time payment to the Fund in the amount of **\$100** on behalf of each full time active and retired employee, who is receiving benefits on July 1, 2019, in accordance with the Letter of Agreement between the City of New York Office of Labor Relations and the Municipal Labor Committee dated June 28, 2018.

B. Subject to a separate agreement between the Board and the Union, the Union shall be

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

ARTICLE VII-A  
EDUCATION FUND

Effective July 26, 2018, a training fund contribution of one-hundred dollars (\$100.00) 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 VIII  
SICK LEAVE

1. Employees will be granted one day of sick leave per month. Such sick leave shall be permitted to accumulate. Sick leave may be used in units of one hour. For employees newly hired on or after July 1, 2004, a maximum sick leave accrual of ten (10) days per annum for the first five (5) years of service shall apply. At the beginning of the sixth year of service, the maximum sick leave accrual shall be twelve (12) days per annum.

2. Effective July 1, 2004, employees may use three (3) 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.

3. 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 to care for ill family members may be charged in units of one (1) hour.

4. SAPIS serving in schools, in work locations where they are in contact with students, or while on official duty on field assignments 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).

5. 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.

## ARTICLE IX

### HEALTH INSURANCE

The Board will provide employees, including those who regularly work from September through June and who return to work in September, with health insurance coverage on a twelve-month basis.



ARTICLE X

LEAVES OF ABSENCE WITHOUT PAY

The applicable sections of the Rules and Regulations for Administrative Employees shall apply. 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 X-A

PAID FAMILY LEAVE

The parties agree to work together to "opt- in" to the New York State Paid Family Leave program no later than January 1, 2019 and agree to take the necessary steps to implement

ARTICLE XI

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 January 1, 1971, because of an injury arising out of and in the course of his/her employment 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 a payment of \$25,000 from funds other than those of the Board of Education Retirement System will be made, in addition to any other payment which may be made as a result of such death. Such payment will be made 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 XII

### LAYOFF AND RECALL

#### A. Seniority

For the purpose of layoff and recall, seniority is defined as the length of continuous service in title in the district or for high school programs in the borough, except that breaks of service which occurred prior to July 1, 1985 which were taken with the approval of the appropriate supervisor shall not be deemed an interruption of service.

#### B. Layoff

In the event of layoff of employees in the bargaining unit because of lack of work or funds, the employee with the least seniority in title in the district or in the case of high schools 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 qualified employee is able to perform.

#### C. Recall

Recall of employees in the bargaining unit who are laid off because of lack of work shall be made to available positions in the bargaining unit in title in the district or in the case of high schools in the borough on the basis of greatest seniority except that an employee with less seniority may be recalled if the position for which he/she is recalled involves duties that no more senior qualified employee on layoff is able 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. An employee who is not recalled within four years shall be considered terminated.

Exceptions to seniority for purposes of layoff and recall shall have the prior approval of the Community Superintendent or for the high schools of the Executive Director of the Division of High Schools, and any grievances arising out of such exceptions shall be appealable directly to Step 3 of the grievance procedure and be subject to the expedited grievance procedure con-

tained therein.

F. Employees and the Union will be given ten days notice of layoff and any reductions in hours except for compelling reasons. In the event of a mass layoff, the Union will be given twenty days notice except for compelling reasons.

G. A City-wide recall list will be established for employees laid off from a district program. Such recall list will be made available to the director of the SPARK program. In the event that vacancies occur in the SPARK program, employees on the list will be considered for employment, and the senior qualified employee will be given preference over applicants not employed in a program.

### ARTICLE XIII

#### POLICY CONCERNING APPLICATIONS FOR POSITIONS

Employees may apply to the program director for positions in title in the bargaining unit in a school or other work location in the district, or in the case of high schools in the borough, other than the school in which they are serving. All openings shall be posted for seven school days in all work locations in the district and in the district office and in the high schools in the borough in which the opening occurs. An employee who applies in writing for an opening in title in the bargaining unit will be interviewed, and if found qualified, will be given preference for employment in the opening in another school or other work location, if the employee has more than the equivalent of one school term of continuous service. The qualified applicant in title with the earliest date of application shall be selected.

An "opening" is a vacancy created by the termination of a regularly employed employee or a new position in the program.

Nothing in this Article shall prevent an employee who is eligible from applying for an assignment to a higher title.

## ARTICLE XIV

### PROMOTION PROCEDURES

If a Level II Substance Abuse Prevention and Intervention Specialists vacancy or new job opening occurs, the Level I Substance Abuse Prevention and Intervention Specialists with the most seniority who meets the Level II Substance Abuse Prevention and Intervention Specialists qualification will be promoted.

If a Level III Substance Abuse Prevention and Intervention Specialists vacancy or new job opening occurs, the Level II Substance Abuse Prevention and Intervention Specialists with the most seniority who meets the Level III Substance Abuse Prevention and Intervention Specialists qualifications will be promoted.

In the event a junior employee is promoted instead of the most senior employee and the promotion is based on the junior employee's educational qualification, and the senior employee complains to the drug director that he/she should have been promoted, the final decision regarding the promotion will be determined by the Director of the Office of Substance Abuse Programs within five school days after the receipt of the employee's complaint.

The director's decision is final and binding on all parties. The director's decision is restricted to determining whether the senior employee is qualified for the promotion. The director does not have the discretion to set any other conditions for promotion. The director must consult with the Union's representative prior to making the decision.

Seniority for the above promotion procedures is defined as the length of continuous service in Level in the district or for high school programs in the borough.

## ARTICLE XV

### DAMAGE OR DESTRUCTION OF PROPERTY

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

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

Reimbursement will be limited to a total of \$100 in any school year; will only be made when the employee has not been negligent; and will be granted to the extent that such loss is not covered by insurance.

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

#### ARTICLE XVI

#### TRAVEL EXPENSES

Employees who are authorized to use public transportation in the performance of their work assignment will be reimbursed within 60 days of submission of a claim for such expense.

#### ARTICLE XVII

#### ADEQUATE FACILITIES

The Board will provide each SAPIS sufficient and adequate facilities to permit confidential conversations with students and adequate room to store files and materials necessary for the purpose of their jobs.

#### ARTICLE XVIII

#### ASSAULT AND INJURY IN 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. Principals shall be required to report all cases of assault suffered by the employee in connection with their employment to the Executive Director of Personnel and to the Office of the Counsel.

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

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

- by obtaining from police and from the principal relevant information concerning the culprits;
- by accompanying the employee in court appearances; and
- by acting in other appropriate ways as liaison among employee, police and the courts.

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

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

## ARTICLE XIX

### EXCUSABLE ABSENCES WITH PAY

The Rules and Regulations for Administrative Employees, effective January, 30, 2004 pertaining to Excusable Absences With Pay shall govern all employees covered by this Collective Bargaining Agreement.

## ARTICLE XX

### SAFETY

Employees serving in schools will be covered by the safety plan developed for the school and by the appeal procedures as described below.

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

The principal shall render his/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 employees in the school are affected, the Union may initiate a complaint on behalf of all employees.

## 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 Director and/or 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 or other work location, for the purpose of investigating complaints and grievances, under circumstances which will not interfere with the Substance Abuse Prevention and Intervention program or other school 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. A Union staff representative or shop steward in the school 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 Substance Abuse Prevention and Intervention Specialists program or with school activities.

### 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 work location.

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



be the steward at the work location or a Union staff representative.

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

### FORMAL GRIEVANCE PROCEDURE

If the matter has not been disposed of informally, an employee having a complaint concerning any condition of employment within the authority of the Board of Education may, within a reasonable period not to exceed 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 or level work. Complaints as to out-of title or level work are to be referred to the Executive Director for Human Resources.

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 appropriate community 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 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:

Step 1

1. An employee shall initiate the grievance at Step 1 with the director of the program.

Step 2

2. If the grievance is not resolved at the first step, the employee may then appeal the grievance to the community superintendent as the Board representative at Step 2 (for elementary and junior high schools) or to the Coordinating Superintendent, Division of High Schools (for the High Schools) within 15 school days after he/she has received the decision at Step 1.

Step 3

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

Representation

At each step, the employee may be accompanied by a Union representative or by an employee in the bargaining unit who is not an official or agent of another employee organization, or both. At Step 1, the Union representative shall be the steward at the school or a Union staff representative, or both. At Step 2, the Union representative shall be a Union staff representative, 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 a satisfactory resolution is not reached or if a decision is not rendered within the time limit at Step 1 or 2, the employee may appeal the grievance to the next higher step.

#### 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 chairperson.

Any costs relating to the participation of the chairperson shall be shared equally by the Board and the Union.

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 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 chairperson to the Chancellor. 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 or her decision.

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

### DISCHARGE REVIEW PROCEDURES

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

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

This procedure will be applied prospectively and will only cover discharges for cause which occur after the start of the 1976-1977 school year.

## ARTICLE XXIII

### PERSONNEL FOLDERS

An employee shall be permitted to view his/her personnel file once a year and when an adverse personnel action is initiated against the employee by the employer. The viewing shall be in the presence of a designee of the employer and held at such time and place as the employer may prescribe.

Employees shall be given 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

##### 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 current and correct copy of the district seniority list for employees in the bargaining unit shall be posted in each work location in the district at the start of each school term. A copy shall be given to the Union steward and to the Union district representative.

#### ARTICLE XXV

##### LABOR-MANAGEMENT MEETINGS

- 1. The community superintendent, or for high schools, the assistant superintendent, or their designees will meet with Union representatives once a month during the work year to consult on matters of mutual concern.

These meetings will only be scheduled if called for by either the Union or appropriate management representatives.

- 2. Labor-Management Committee

There shall be a Labor-Management Committee consisting of three members representing the Board and three members representing the Union. This Committee shall meet upon request from either the Board or the Union to consider matters of concern to employees in the unit such as the roll-over of annual leave.

ARTICLE XXVI

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 XXVII

UNION MEETINGS

Upon request to the head of the school, members of the Union who work in schools and who are in the bargaining unit shall be permitted to meet within the school under circumstances which will not interfere with school activities working hours, at a place to be assigned by the head of the school or program director, 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 XXVIII

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 or as otherwise provided in this contract.

ARTICLE XXIX

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 XXX

COPY OF AGREEMENT

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

ARTICLE XXXI

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 XXXII

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 XXXIII

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 XXXIV

DURATION

This Agreement shall become effective as of **September 26, 2017**, and shall continue in full force and effect until **May 25, 2021**.

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, including but not limited to the wage freeze provisions contained in Section 10 of Subsection 2 of Chapter 868 of the laws of 1975, as amended by Chapter 201 of the laws of 1978.

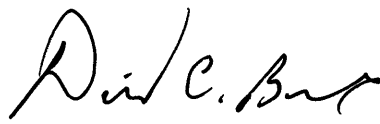
SIGNATORIES

Dated: \_\_\_\_\_


New York, New York



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



David C. Banks  
Chancellor  
Board of Education of the City  
School District of the City of New York



Shaun D. Francois I  
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 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 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, \$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.